

MORTGAGE RECORD 74

Reg. No. 2856
Fee Paid, \$.75

FROM

S.H. Wymer et al
TO

W.F. Spencer

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of

June A.D. 1927 at 11:15 A.M.

Geo E. Wellman

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 10th day of January, in the year of our Lord, one thousand nine hundred and twenty seven between S.H. Wymer and Beulah M. Wymer his wife, Wm. A. Wymer and Rose Wymer his wife and Tabitha Wymer single of Leecompton in the County of Douglas and State of Kansas parties of the first part, and W.F. Spencer part y. of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of Three Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The east 22½ acres of the east 40 acres of the west 60 acres of the south ½ of the north-west quarter of section 13 township 12 range 17; also beginning at a point 61 rods west of the southeast corner of the north ½ of the north west quarter of section 13 township 12 range 17, thence west 24 rods thence north 6-12 rods to the south line of the public highway; thence angling east following the south line of said public highway to the point of beginning.

with the appurtenances and all the estate, title and interest of the said part 1st. of the first part therein.

And the said part 1st. of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 1st. of the first part shall as all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part y. of the second part to the extent of interest. And in the event that said part 1st. of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part y. of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Three Hundred

DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 10 day of Jan. 1927 and by its terms made payable to the part y. of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y. of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st. of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on and real estate are not paid when the same become due and payable, or if the mortgage is not kept up, as provided herein, or if the buildings on and real estate are not kept in as good repair as they are now, or if waste is committed on and premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part y. of the second part

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y. making such sale, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals on the day and year last above written.

S.H. Wymer (SEAL)

Beulah M. Wymer (SEAL)

William A. Wymer (SEAL)

Rose Wymer (SEAL)

Tabitha Wymer (SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 14th day of February A.D. 1927, before me, a Notary Public in the aforesaid County and State, came S.H. Wymer, Beulah M. Wymer his wife, William A. Wymer and Rose Wymer his wife and Tabitha Wymer, single to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.
My commission expires on the 8th day of January 1930

J.W. Kreidler

Notary Public.

RELEASE

Me, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 25th day of March 1935

1 Martha G. Spencer widow

2 J. W. Spencer son

3 W. G. Spencer son

1 Beruma Miller Daughter

2 Ella Ewing Daughter

Wm. G. W. Spencer son

Mortgage. Owner.

This Release was written on the original Mortgage and entered this 25th day of March 1935

Harold B. ...
Reg. of Deeds
Fred W. ...
Deputy