

MORTGAGE RECORD 74

Reg. No. 2662

Fee Paid, \$ 20.00 ✓

FROM

Jennie E. Jenkins et al

TO

M. Shillerston

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of

June A. D. 19 27 at 9:30 A. M.

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this first day of May, in the year of our Lord, one thousand nine hundred and twenty seven between Jennie E. Jenkins, a widow, Robert M. Jenkins and C.M. Jenkins his wife, Mildred Jenkins Frowe and William Frowe, her husband, Nancy Jenkins Hess and E.R. Hess her husband, being the sole and only heirs of John W. Jenkins deceased of in the County of and State of part 1st of the first part, and M. Shillerston

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Eight Thousand and no/100 DOLLARS, to, them duly paid, the receipt of which is hereby acknowledged, has to sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2d of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South one hundred (100) acres of the southeast quarter (4), Section Thirty-five (35), Township Twelve (12), Range Nineteen (19).

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS

Be it remembered, that on this 23rd day of May A. D. 1927, before me, a Notary Public in the aforesaid County and state, came Jennie E. Jenkins, a widow, Robert M. Jenkins and C. M. Jenkins, his wife, Nancy Jenkins Hess and E. R. Hess, her husband to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In witness whereof, I have herunto subscribed my name, and affixed my official seal on the day and year last above written.

L. S.

My Commission expires on the 9th day of September 1929.

John H. Tucker
Notary Public

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 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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

It is agreed between the parties hereto that the part 1st of the first part shall at 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 will pay 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 less, if any, made payable to the part 2d of the second part to the extent of his 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 2d 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

Eight Thousand and no/100 DOLLARS, according to the terms of one certain written obligation of of the first part 1st of the first part, executed on the first day of May 19 27.

And by its terms made payable to the part 2d 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 2d 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 said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said 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 2d 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 prescribed 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 excess, if any there be, shall be paid by the part 2d of the second part, on demand, to the first part 1st.

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 part 1st of the first part has herunto set their hand and seal on the day and year last above written.

Nancy Jenkins Hess

Jennie E. Jenkins (SEAL)

E. R. Hess

Robert M. Jenkins (SEAL)

C. M. Jenkins (SEAL)

Mildred Jenkins Frowe (SEAL)

William Frowe (SEAL)

STATE OF FloridaCOUNTY OF St. Lucie

BE IT REMEMBERED, That on this 4th day of June A. D. 19 27, before me, a Notary Public in the aforesaid County and State, came Mildred Jenkins Frowe

and William Frowe, her husband,

to me personally known to be the same person who who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have herunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 18 day of October 19 30.

L. S.

W. I. Fee

Notary Public.

RELEASE

I, 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 10 day of 10 19 30.

Mortgage. Owner.

JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a duplicate of each page of this mortgage herein recorded was made by said District Court, on the 12 day of June 19 27, and that the same is duly recorded in Journal 33 at page 1034. Witness my hand this 34 day of June 19 27.

John Callahan
Clerk District Court

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Assessment
See Book 75
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