

MORTGAGE RECORD 74

Reg. No. 3128

Fee Paid, \$ 1.25

FROM
Frank Wacker
TO
Adam Hilkey

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 11 day of
Jan. A. D. 1928, at 3:45 P. M.
J. E. Wellman
By _____ Register of Deeds.
Deputy.

THIS INDENTURE, Made this Tenth day of January, in the year of our Lord, one thousand nine hundred and twenty eight between
Frank Wacker a single man, sole & only heir at law; Henrich Wacker, deceased
of Baldwin P.C. in the County of Douglas and State of Kansas
part y. of the first part, and Adam Hilkey
part y. of the second part.

WITNESSETH, That the said party y. of the first part, in consideration of the sum of Five Hundred Fifty & 00/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold, and by this indenture do sell, bargain, sell and Mortgage to the said party 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 North half (½) of the Northwest Quarter (¼) of Section numbered nine (9); and also the west half (½) of the southwest quarter (¼) of the southeast quarter (¼) of Section numbered four (4) all in Township Numbered Fifteen (15) of Range numbered Nineteen (19) East of the sixth principal Meridian, containing 100 acres more or less.

The above premises is subject to a First Mortgage of Fifteen Hundred (\$1500.00) Dollars to John Piggert appearing of record in book 69 at page 118 records of Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said party y. of the first part therein.

And the said party y. of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and lawful estate of inheritance therein, free and clear of all incumbrances except as noted above

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 party y. 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 the said party y. of the second part shall 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 party y. of the second part to the extent of his interest. And in the event that said party y. 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 party 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 a mortgage to secure the payment of the sum of Five Hundred Fifty & 00/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 10th day of January 1928 and by its terms made payable to the party 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 party 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 party y. of the first part shall fail to pay the same as provided in this indenture.

And the covenances 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 covenant 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 party y. of the second part to foreclose and sell the same.

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 surplus, if any there be, shall be paid by the party y. making such sale, on demand, to the first party y.

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 party y. of the first part has hereunto set his hand and seal the day and year last above written.

Frank H. Wacker

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 11th day of January A. D. 1928 before me, a Notary Public in the aforesaid County and State, came

Frank Wacker a single man to me personally known to be the same person 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 15th day of September 1930

E. J. Hilkey

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 14 day of May 1928

Adam Hilkey

Mortgagee. Owner.

This Release was written on the original mortgage.

LS

Notary Public.