

MORTGAGE RECORD 74

Reg. No. 3255

Fee Paid, \$ 5.00

FROM

A.B. Cole et al

TO

State Bank of Leocompton

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of

March A. D. 19 28 at 9:20 A. M.

Dr. E. Wellman Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this third day of March, in the year of our Lord, one thousand nine hundred and twenty eight between

A.B. Cole and Gertrude Cole his wife

of Lawrence R.R. 5 in the County of Douglas and State of Kansas

parties of the first part, and State Bank of Leocompton, Leocompton, Kansas

part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Two Thousand & no/100 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 north thirty acres of the west one half of the east one half of the north east quarter of section eight of township 12 of range 19, also commencing at a point forty rods north of the southwest corner of the east one half of the northeast quarter of section 8, of township 12 of range 19, thence running north thirty and 4 rods more or less to the Atchison Topeka & Santa Fe Railway right of way, thence on south side of said right of way west, 71 degrees north 44 rods, thence south 42 rods to the north west corner of land conveyed to Arthur Rose in deed in Book 65 at page 397 of Douglas County records thence east to place of beginning; also the east half of the east half of the north east quarter of section 8, township 12 of range 19, less the 3/4 of an acre to Santa Fe Rail Road and its right of way recorded in Book 95 at page 576.

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

And the said part 1ea. of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage to the Kansas City Joint Stock Land Bank for \$5792.74 & one to W.E. Spaulding for \$2300.00

It is agreed between the parties hereto that the part 1ea. 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 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 less, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part 1ea. 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

One note for \$1250.00 and one for \$750.00 dated March 3rd 1928

according to the terms of two certain written obligations S. for the payment of said sum of money, executed on the 3rd day of March 1928, and by their 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 1ea. 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 Y of the second part its SUCCESSORS

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 1ea.

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 hand and seal on the day and year last above written.

A.B. Cole (SEAL)

Gertrude Cole (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 3rd day of March A. D. 19 28, before me, a Notary Public in the aforesaid County and State, came

A.B. Cole and Gertrude Cole his wife

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 hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 8 day of Jan 19 30

J.W. Kreider

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 26 day of Dec 1929

State Bank of Leocompton, Leocompton, Kansas
Mortgagee. Owner.

J.M. Kreider

This Release was written on the original Mortgage

entered this 27 day of Dec 1929

Ed. B. Loring
Reg. of Deeds.

Dover