

# MORTGAGE RECORD 74

Reg. No. 3567  
Fee Paid, \$1.00

363

FROM  
N. D. Plateman and wife  
TO  
State Bank of Leocompton  
By  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 12 day of July A. D. 1922, at 11:40 A. M.  
Ossie Wellman  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this first day of June, in the year of our Lord, one thousand nine hundred and twenty eight between W. D. Plateman and Hazel Plateman His wife

of Leocompton in the County of Douglas and State of Kansas  
parties of the first part, and State Bank of Leocompton Leocompton Kansas part of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of two thousand 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 party 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 East one fourth of the South East quarter of Section one of township twelve in Range seventeen & the North twenty acres of the East one half of the North East Quarter of section twelve of township twelve in Range seventeen and the North twenty acres of the West one half of the North West quarter of section Seven of township twelve in Range Eighteen all in County and State aforesaid being Eighty Acres more or less.

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

And the said parties of the first part do hereby covenant and save that at the delivery hereof they are the lawful owners of the premises above granted, and owner of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Except a First mortgage of two thousand Dollars in favor of the central Trust Co. of Topeka Kans. 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 100. 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 loss, if any, made payable to the part of the second part to the extent of its interest. And in the event that said parties 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 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 two thousand and no/100 DOLLARS, according to the terms of 2 certain written obligation of the first day of June 1922.

and by their terms made payable to the part 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 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 of the first part shall fail to pay the same as provided in this indenture.

And the covenants shall be void if each 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 of the second part, its successors and assigns 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 part of the second part, 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 thereon 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 100. of the first part has hereunto set their hand and seal the day and year last above written.

W. D. Plateman (SEAL)

Hazel Plateman (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this first day of June A. D. 1922, before me, a

Notary Public in the aforesaid County and State, came W. D. Plateman and

Hazel Plateman his wife

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

L. S. 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 1930

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 day of 19

Mortgage. Owner.

ATTEST:  
Ossie Wellman  
5-27-24  
Register of Deeds  
J. JOHN GALLAGHER, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing instrument was duly recorded in the mortgage record book of said County and State, and that the same is duly recorded in Journal Book 1002 at page 1025. Witness my hand this 5 day of June 1922.