

MORTGAGE RECORD 74

Reg. No. 3784  
Fee Paid, \$ 2.50

435

FROM  
Hiram T. Howard  
TO  
Baldwin State Bank  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 19 day of Oct. 28 at 9:30 A. M.  
By Asa E. Wasserman Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 15 day of Oct. in the year of our Lord, one thousand nine hundred and twenty eight between  
Hiram T. Howard and Bertha Howard his wife  
of Baldwin in the County of Douglas and State of Kansas  
parties. of the first part, and The Baldwin State Bank part Y of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of One 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 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 half (N2) of the southeast quarter (SE4) of section eleven (11) Township fifteen (15) Range twenty (20)

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 of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a first mortgage of \$3000.00

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 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 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 of the second part to the extent of interest. And in the event that said part 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 One Thousand DOLLARS, according to the terms of two certain written obligations for the payment of said sum of money, executed on the 15 day of October 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 obligations 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 of 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 and premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligations, 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 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 hereunto set their hand and seal on the day and year last above written.  
H.T. Howard (SEAL)  
Mrs Bertha Howard (SEAL)

STATE OF Kansas  
COUNTY of Douglas } ss.  
BE IT REMEMBERED, That on this 18 day of October A. D. 1928, before me, a Notary Public in the aforesaid County and State, came Hiram T. Howard and Bertha Howard his wife 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 15 day of May 1931  
W.H. Clark 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 18 day of May 1934  
Baldwin State Bank  
C. B. Ruttle Cashier  
W. M. Clark Vice Pres.  
Corp. Seal

Release  
as written  
the original  
of mortgage  
entered  
this 22 day  
of June  
1934  
Asa E. Wasserman  
Reg. of Deeds.  
County