

MORTGAGE RECORD 74

Reg. No. 125

Fee Paid, \$ 2.50

FROM

Margaret A. Crady and L. W. Crady
TO

State Bank of Leecompton

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2nd day of April A. D. 1929 at 8:20 A. M.

Elmer O. Conners

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 29th day of March, in the year of our Lord, one thousand nine hundred and twenty nine, between Margaret A. Crady and L. W. Crady her husband

of Leecompton in the County of Douglas and State of Kansas parties of the first part, and State Bank of Leecompton, Leecompton Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand and 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 1050 feet East of the South West corner of the South East quarter of Section three in township, twelve of Range Eighteen and running thence East Four Hundred Nineteen and one half feet; thence North Twenty rods, thence East three hundred Forty six and one half feet thence South forty eight rods thence west seven hundred sixty six feet thence south sixty eight rods to the place of beginning situated in the city of Leecompton in county and state aforesaid

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 agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

except a mortgage to said Bank dated Dec. 29, 1922 which will be released

It is agreed between the parties hereto that the parties 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 party of the second part, the loan, if any, made payable to the party 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 party 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 and no/100 DOLLARS, according to the terms of one certain written obligation, for the payment of said sum of money, executed on the 29th day of March 1929, and by the parties of the first part to the party 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 parties 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 provided, 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 party 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 party making such sale, on demand, to the first party of the second part.

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 hands and seals the day and year last above written.

Margaret A. Crady (SEAL)

L. W. Crady (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 30th day of March A. D. 1929, before me, a Notary Public in the aforesaid County and State, came

Margaret A. Crady and L. W. Crady her husband

to me personally known to be the same person as 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. 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 10 day of 19

Mortgagee. Owner.

ATTEST:

Elmer O. Conners Register of Deeds

Clerk District Court

J. JOHN CALLAHAN, Clerk of the District Court in Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein made by said District Court, on the 1 day of March 1929, at page 54, and that the same is duly recorded in Journal Book 54, at page 54, and that my hand and seal are hereunto set this 30th day of March 1929.

The original mortgage which was placed in my office on the 10th day of March 1929, shows no balance or arrears, and the foregoing is a true and correct copy of the same as it appears in the books and records of the District Court of Douglas County, Kansas.