

MORTGAGE RECORD 74

Reg. No. 125
Fee Paid, \$ 1.50

FROM

Chas. A. Brown and wife
TO

W. M. Clark

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2nd day of April A. D. 1929 at 1:30 P. M.

Chas. E. Connolly

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 22nd day of March, in the year of our Lord, one thousand nine hundred and nine between

Chas. A. Brown and Belle Brown his wife

of Baldwin in the County of Douglas and State of Kansas
parties of the first part, and W. M. Clark

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

Six hundred fifty

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 One hundred eighty Six (186) feet North of the South East Corner of the North West Quarter of Sec. 4 Twp. 15 Range 20, Thence North along the East line of said quarter section to a point intersecting the extension west of the South line of Fremont Street Baldwin, Kansas, thence West to the East line of the right of way of the K. C. L. & S. K. Ry. Co., thence in a southwesterly direction along the east line of said right of way to a point two hundred sixty five (265) feet North of the South line of said North West Quarter of Section Four (4) thence East about four hundred forty feet more or less to a point directly North of the East line of Lot One Hundred Eight Seven (187) on High Street in Hoggan's Addition, Baldwin City, thence South Seventy nine feet to the North East corner of said Lot No. 187. Thence East to the place of beginning, all in the North West Quarter of Section Four, Township fifteen, Range Twenty, and being in all Twelve acres more or less.

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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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 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 party of the second part, the less, if any, made payable to the party of the second part to the extent of his interest. And in the event that said part 1st. 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 2nd. 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

Six hundred fifty

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 22 day of March 1929, and by the terms made payable 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 part 2nd. 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 covenantee 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 building 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 covenantee 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 2nd. 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 party of the second part, making such sale, on demand, to the first 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 parties of the first part have hereunto set their hand and seal the day and year last above written.

Chas. A. Brown (SEAL)

Belle Brown (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 1st day of April A. D. 1929, before me, a Notary Public in the aforesaid County and State, came

Chas. A. Brown and his wife Belle Brown

Legal 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.

Seal My commission expires on the 20 day of August 1932

W. P. Butell 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.

For release see Book 107 Page 253