

MORTGAGE RECORD 75

State of Kansas |
Douglas County |SS

Be it remembered, That on this 30th day of August 1927 before me a Notary Public in and for said County and State came Robert Laughlin 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 set my hand and affixed my official seal the day and year last above written.

LS

My commission expires Dec. 16, 1930.

C.E. Cory
Notary Public

From
Grover C. Clark
To
Kansas State Bank

MORTGAGE.

State of Kansas Douglas Co. ss
Filed for record Dec. 31, 1927
At 10:10 A.M.

Walter Wellman
Register of Deeds

This Indenture, Made this 29th day of December in the year of our Lord one thousand nine hundred and twenty seven between Grover C. Clark a single man of Overbrook RFD in the County of Franklin and State of Kansas party of the first part, and The Kansas State Bank Ottawa, Kansas party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of \$1400.00 Fourteen Hundred 00/100 Dollars to him duly paid the receipt of which is hereby acknowledged, has sold, and by these presents, does grant, Bargain, Sell and Mortgage to the said party of the second part, its successors and assigns, forever all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit:

The southwest quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen

(14) Township Fifteen (15) Range Eighteen (18) containing forty acres more or less.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof, he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party or assigns, in the sum of not less than \$ --- Dollars each and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This grant is intended as a mortgage to secure the payment of the sum of \$1400.00 Fourteen hundred 00/100 Dollars according to the terms of a certain mortgage note or bond this day executed by the said party of the first part and payable on demand (1-) to the order of said second party with interest at six (6) per cent per annum from date. And this conveyance shall be void if such payment be made as is herein specified, But if default be made in such payment or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part its successors, administrators and assigns, at any time thereafter to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, 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 of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first party or his heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in
the presence of -----

Grover C. Clark (SEAL)

State of Kansas |
Franklin County |SS

Be It Remembered, That on this 29th day of December A.D. 1927 before me a Notary Public in and for said County and State came Grover C. Clark a single man 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.

LS

Commission expires 1/13/29

H.H. Hayes
Notary Public

The following is indicated on the original instrument:
 The within Mortgage having been paid in full, it is hereby
 released on this 11th day of January 1931
 Henry State Bank
 By J.D. Willard
 Cashier

Recorded Jan. 3 1931
 Chas. E. Armstrong
 Clerk, Hazard, Mo.