

MORTGAGE RECORD 75

signed a Notary Public in and for said County, appeared Joseph H. Cooper and Carrie B. Cooper husband and wife who are to me personally known to be the identical persons who executed the foregoing mortgage deed, 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 January 26, 1929.

O.H. Cooper
Notary Public,
Douglas County, Kansas

From M.S. Brown
To Willie Bredine et al

RELEASE

State of Kansas Douglas Co. ss
Filed for record Feb 21, 1928
At 2:15 P.M.

Register of Deeds

Know All Men By These Presents, That in consideration of full payment of the debt secured by a mortgage by Willie Bredine and Christen Bredine his wife dated the 1st day of February A.D. 1926 which is recorded in Book 69 of Mortgages page 292 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 6th day of February A.D. 1928.

State of Kansas I
Douglas County ISS

The Merchants Loan and Savings Bank
By---A.F. McClanahan, vice president.

Be it remembered, That on this 6th day of February, 1928 before me, A.F. McClanahan, a Notary Public in and for said County and State and Assistant Vice President of the Merchants Loan and Savings Bank personally known to be the same person who executed the foregoing instrument of writing 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
My Commission expires Apr 20, 1929.

A.F. McClanahan
Notary Public

From U.S. Rucker
To Collins Mfg. Co.

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record Feb 21, 1928
At 2:20 P.M.

Register of Deeds

This Indenture, Made the 11th day of February A.D. 1928 between U.S. Rucker and Rosa A. Rucker his wife parties of the first part and Collins Mortgage Company, a corporation party of the second part.

Witnesseth, That the said parties of the first part in consideration of Fifty six Hundred and no/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledged do by these presents, grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described real Estate situated in the County of Douglas, and State of Kansas

The west sixty (60) acres of the southeast quarter and the east fifteen (15) Acres of the southwest quarter of Section Eleven (11) Township Thirteen (13) Range Nineteen (19) East of the Sixth Principal Meridian

Together with the privileges and appurtenances to the same belonging.

To Have and To Hold the same to the said party of the second part, its successors and assigns forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

Conditioned, however, That if U.S. Rucker and Rosa A. Rucker his wife said parties of the first part their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, on March 1, 1933, the sum of Fifty Six Hundred and no/100 Dollars with interest according to the terms of a promissory note bearing even date herewith executed by U.S. Rucker and Rosa A. Rucker his wife, said parties of the first part, to the said party of the second part: and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments, and so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than ----dollars (provided however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition) with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns, and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted, and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns shall pay all prior liens if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the parties of the first part agree to pay, otherwise to