

MORTGAGE RECORD 75

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From
Emmett F. Barrett et al
To
Welleville Bank

MORTGAGE

State of Kansas Douglas County, ss
Filed for record Mar 7, 1928
At 4:10 P.M.

John E. Wellman
Register of Deeds

This Indenture, Made this 1st day of March in the year of our Lord one thousand nine hundred and twenty eight between Emmett F. Barrett and Minnie L. Barrett husband and wife of Kansas City, in the county of Jackson and state of Missouri parties of the first part, and The Welleville Bank party of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of \$8000.00 Eight Thousand & No/100 Dollars to them duly paid the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part its heirs 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:

All of the southwest quarter of Section seventeen (17) Township Fifteen (15) Range Twenty one (21)

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 encumbrances whatsoever. 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 \$ Twenty five Hundred & no/100 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 \$8000.00 Eight Thousand & No/100 Dollars according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part, and payable on the 1st day of March 1933 to the order of said second part their heirs or assigns.

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 their executors, 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 parties or their heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of:
Howard L. Jamison
M.J. Ostergard

Emmett F. Barrett (SEAL)
Minnie L. Barrett (SEAL)

State of Missouri I
Jackson County ISS

Be it remembered, That on this 28th day of January A.D. 1928 before me a Notary Public in and for said County and state came Emmett F. Barrett and Minnie L. Barrett 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.

M.J. Ostergard
Notary Public

LS
Commission expires September 27, 1931.

From
D. Coen Byrn
To
C.E. Merwin

ASSIGNMENT.

The following is endorsed on the original instrument.
Book 69 pg 251

State of Kansas Douglas Co. ss
Filed for record Mar. 16, 1928
At 2:25 P.M.

John E. Wellman
Register of Deeds

For Value Received, the undersigned owner of the within mortgage does hereby assign and transfer the same to C.E. Merwin.

D. Coen Byrn

State of Kansas I
County of Douglas ISS

Be it remembered, that on this 1st day of July A.D. 1927 before me the undersigned a Notary Public in and for said County and state came D. Coen Byrn the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage and such person duly acknowledged the execution of said assignment.

In Witness Whereof, I have hereunto set my hand and Notarial Seal the day and year last above written.

Geo W. Kuhne
Notary Public

LS
My commission expires Jan 25 1930.