

MORTGAGE RECORD 75

From Henry C. Flower (receiver)
To Geo W. Hazard

RELEASE

State of Kansas Douglas Co. ss
Filed for record July 2, 1928
At 1:20 P.M.

Isa. E. Wellman
Register of Deeds

Whereas George W. Hazard and Hattie E. Hazard his wife did on March 15th, 1923, execute and deliver to The New England Securities Company, a certain note for \$381.70 secured by their certain second Deed of Trust, conveying certain lands in Douglas County, Kansas and which deed of Trust is of record in Book 64 at Page 72 of the records of Douglas County, Kansas and,

Whereas, the undersigned Henry C. Flower was on July 5, 1927 duly appointed Receiver of said The New England Securities Company by the United States District Court for the Western District of Missouri, and

Whereas, payment in full of said indebtedness has been made. Now Therefore, I the said Henry C. Flower as Receiver of The New England Securities Company do hereby acknowledge satisfaction in full of said Deed of Trust and the indebtedness secured thereby and do hereby release the lands in said Deed of Trust described from the lien thereof.

In Witness Whereof, I, the said Henry C. Flower, have hereunto set my hand and seal as such Receiver this January 27th 1928.

Henry C. Flower
Receiver for The New England Securities
Company

State of Missouri §
County of Jackson ISS

Be it remembered, that on this 27th day of January 1928 before me the undersigned a Notary Public in and for the County and State aforesaid, came Henry C. Flower, who is personally known to me to be the same person who executed the foregoing instrument and acknowledged the same as Receiver of The New England Securities Company, and as his free act and deed, and for the consideration and purposes therein mentioned and set forth.

In Witness Whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year last above written.

A.C. Saltley
Notary Public

LS
My Commission expires Mar 3, 1929.

To Gertrude C. Jackson
Liberty Life Ins. Company.

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record July 5, 1928
At 8:45 A.M.

Geo. E. Whelan
Register of Deeds

This Indenture, Made this twenty eighth day of June in the year of our Lord nineteen Hundred and twenty eight between Gertrude C. Jackson and James C. Jackson husband and wife, (being of lawful age) of the county of Douglas and state of Kansas of the first part, and The Liberty Life Insurance Company of Topeka, Kansas, of the second part.

Witnesseth, That the parties of the first part in consideration of the sum of \$3000 Three Thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged have sold, and by these presents do grant, bargain sell and convey to the said party of the second part his successors, heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, State of Kansas described as follows, to-wit:

The west ten (10) acres of the west one half of the northwest quarter of the north west quarter of ~~the~~ section No. thirty four (34) Township No. Twelve (12) Range No. Nineteen (19).

of the first part therein. And the said owners 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; that they have good right to sell and convey said premises, and that they will warrant and defend the the same against the lawful claims of all persons.

This grant is intended as a Mortgage to secure the Payment of the sum of \$3000. Three Thousand Dollars, and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto, this day executed by the said Parties of the first part payable to The Liberty Life Insurance Co. or order, at the office of The Liberty Life Insurance Co., Topeka, Kansas, with interest payable semi-annually on the first day of January and July in each year, the Parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings on said property insured for \$3000. in some approved Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now, If such payments be made herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable, at the option of the party of the second part and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or its assigns, interest at the rate of ten per cent per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be and not exceed the legal rate of ten per cent per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance and may recover for all such payments, with interest at ten per cent per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part its executors, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law. Appraisal waived or not at the option of the part of the second part, and out of ~~the~~ the moneys arising from such sale to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at ten per cent per annum