

MORTGAGE RECORD 75

From
Alice B. Flickinger et al
MORTGAGE
To
Ed. Conf. Claim. Method. Episcopal Ch.

State of Kansas Douglas Co. ss
Filed for record Aug. 4, 1928
At 1:20 P.M.

J. E. Williams
Register of Deeds

This Indenture, Made this second day of August in the year of our Lord one thousand nine hundred twenty eight between Alice B. Flickinger and Fremont H. Flickinger her husband of Baldwin City in the County of Douglas and State of Kansas of the first part, and The Board of Conference Claimants of the Kansas Annual Conference of The Methodist Episcopal Church of the second part, Witnesseth, That the said parties of the first part in consideration of the sum of One 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 and its 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 West Fifteen (15) feet of Lot No. One Hundred and Four (104) and all of Lot No. One Hundred and Five (105) on High Street in Baldwin City, Kansas with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Alice B. Flickinger, and Fremont H. Flickinger, her husband, 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 indefensible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of One Thousand & no/100 Dollars according to the terms of One certain promissory note this day executed by the said Alice B. Flickinger and Fremont H. Flickinger to the said party of the second part; said note being given for the sum of One Thousand and no/100 Dollars dated August 2nd 1928 due and payable in five years from date hereof with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of ---Dollars in some insurance company satisfactory to said mortgagee, in default whereof said mortgagee may pay the taxes and securing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional loan under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon and all taxes and accruing penalties and interest and costs therein remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable, or not at the option of the party of the second part; and it shall be lawful for the party of the second part or its executors and administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part or its executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the part making such sale, on demand to the said parties of the first part or their heirs or assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of:

Alice B. Flickinger (SEAL)
F. H. Flickinger (SEAL)
Fremont

State of Kansas)
Douglas County) SS

Be it remembered, That on this second day of August A.D. 1928 before me the undersigned a Notary Public in and for the County and State aforesaid came Alice B. Flickinger and Fremont H. Flickinger to me personally known to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

LS
My commission expires July 22, 1931.

E. L. Bacon
Notary Public

From
William Frick
MORTGAGE
To
Northwestern Mutual Life Ins. Co.

State of Kansas Douglas Co. ss
Filed for record Aug. 3, 1928
At 9:45 A.M.

J. E. Williams
Register of Deeds

This Indenture, Made the seventeenth day of July A.D. 1928 between William Frick and Lucy J. Frick his wife of the county of Douglas and State of Kansas, parties of the first part and The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin and having its principal place of business at Milwaukee, Wisconsin, party of the second part:

Witnesseth, That the said parties of the first part in consideration of Fifteen Hundred 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, to-wit:

The fractional west half of the northeast quarter of section two in township fourteen south, of range twenty east, containing seventy nine and sixty eight one hundredths acres more or less, subject to public easement for highways as now located.

Together with the privileges and appurtenances to the same belonging, and all

In Reference see Book 76 page 218
1930
3615
250
Received of Alice B. Flickinger & Fremont H. Flickinger the sum of One Thousand Dollars in full payment of the within Mortgage.
9th April 1930.
E. L. Bacon
Notary Public

Reg. No. 3618
Fee Paid 3.75

In Reference see Book 76 page 361