

MORTGAGE RECORD 75

convey unto The Equitable Life Assurance Society of the United States a New York corporation having its principal office in the city of New York, County of New York, State of New York, its heirs, administrators, successors or assigns, the above described mortgage deed, the real estate thereby conveyed, the note, bond, debt and claim thereby secured and the covenants therein contained. To have and To Hold the same forever, subject, nevertheless, to conditions therein set forth. And the said mortgagee covenants that there is now owing and unpaid on account of said mortgage the principal sum of \$1,500.00 with interest.

In Witness Whereof, the said Mortgagee has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 23rd day of November 1928.

Attest: Glen L. Bennett
Secretary
Corp seal.

Collins Mortgage Company
By: M.H. Collins
President.

State of Missouri
Jackson County ISS

Before me K.J. Lilla Notary Public within and for said County and State on this 23rd day of November 1928 personally appeared M.H. Collins President of the Collins Mortgage Company to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the date last above written.

LS
My commission expires December 10, 1929.

K.J. Lilla
Notary Public

From
Lulu Deay et hns.
To
Ottawa Mtg. Co.

MORTGAGE.

State of Kansas Douglas Co. as
Filed for record Nov 27, 1928
At 4:00 P.M.

Joe E. Williams
Register of Deeds

3841
100 Paid 1.50

This Indenture, Made this 26th day of November in the year of our Lord one thousand nine hundred and twenty eight, between Lulu Deay and Bert Deay her husband of Baldwin in the county of Douglas and State of Kansas parties of the first part, and The Ottawa Mortgage Company a corporation under the laws of Kansas, located at Ottawa-Franklin County, Kansas, party of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of \$250. Two Hundred Fifty 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 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 east thirty (30) acres of the west fifty (50) acres of the South half (½) of the southwest quarter (¼) of Section Eighteen (18) Township Fourteen (14) Range Twenty one (21) in Douglas County, Kansas.

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 indefensible 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 not less than \$1000. dollars each, and shall deliver all policies of insurance written on buildings 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 therefore 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 \$250.00 Two Hundred Fifty, 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 to the order of said second party, with interest thereon according to the tenor thereof, payable semi-annually, according to the terms of six interest notes attached, and all of said notes bearing ten per cent interest after due both principal and interest being payable in lawful money of the United States of America at the office of The Ottawa Mortgage Company in Ottawa, Kansas. And this conveyance shall be void, if such payment be made as 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 said party of the second part, its successors 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, all insurance premiums and taxes paid by the holder of the mortgage, also fees for all abstract work deemed necessary by the mortgagee or holder of this mortgage, together with the costs and charges of making such sale, all said taxes, insurance premiums, abstract fees so paid, shall draw interest at the rate of ten per cent per annum from the date of their payment, 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 parties of the first part have hereunto set their hand and seal the day and year last above written,

Witnesses:

Lulu Deay (SEAL)
Bert Deay (SEAL)

The following is endorsed on the original instrument:
 The Within Mortgage being paid in full it is hereby released on this
 26th day of May, 1929.
 The Ottawa Mortgage Company
 By: M.H. Collins Vice President.
 (exp. Dec. 10, 1929)
 Register of Deeds.
 Recorded May 3, 1929
 E.H. Conners
 Register of Deeds.