

# MORTGAGE RECORD 75

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## MORTGAGE

THIS INDENTURE, Made this twenty fifth day of January, in the year of our Lord nineteen hundred and twenty-nine, between William B. Dalton and Margery B. Dalton, 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 \$4000 Four 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, the 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:

Beginning at the North East corner of the North West Quarter of Section No. Thirty Six (36) Township No. Twelve (12) Range No. Nineteen (19) thence running West Eight and 50/100 (8.50) chains; thence South Twenty eight and 4/17 (28 4/17) Rods; thence East Eight and 50/100 (8.50) Chains; thence North Twenty eight and 4/17 (28 4/17) Rods to place of beginning except that portion of above described tract lying, within the boundaries of the Fort to Fort Highway and North thereof.

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 incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the title same against the lawful claims of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of \$4000 Four 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 February and August 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 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 as 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 percent, 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, Appraisement Waived or not at the option of the party of the second part, and out of 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 from the time of said default until paid, together with the cost and charges of making such sale, to be taxed as other costs in the suit.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

W. B. Dalton  
Margery B. Dalton

STATE OF KANSAS ) ss.  
County of Douglas)

BE IT REMEMBERED, That on this 28 day of Jan. A. D. 1929 appeared before me, a Notary Public in and for said County and State, William B. Dalton and Margery B. Dalton his wife to me personally known to be the same persons who executed the foregoing mortgage, and duly acknowledge the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official Legal Seal seal on the day and year last above written.

My commission expires Jan 23, 1932

C. M. Manter  
Notary Public

Recorded January 28, 1929 A. D. at 11:00 A. M.

*E. C. Armstrong* Registrar of Deeds

## MORTGAGE

THIS MORTGAGE, made the 12th day of January, A. D. 1929, between Frank Stoehr, unmarried of the County of Douglas, and State of Kansas, party of the first part, and C. F. Richards party of the second part.

C. F. Richards, WITNESSETH: That whereas the said party of the first part is justly indebted to the said A for money borrowed in the sum of One Thousand Dollars, to secure the payment of which he has executed one promissory note, of even date herewith, payable on the 12th day of January, A. D. 1934, being principal note, which note bears interest from date at the rate of eight per cent, per annum, payable semi annually.

Both principal and interest bear interest after maturity at the rate of ten (10) per cent,

Reg. No. 3  
Fee Paid \$10.00

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.

As witness my hand this 7th day of February A. D. 1932

*Liberty Life Insurance Company*  
By *W. H. McArthur* President

This Release was written on the original Mortgage entered this day of Feb 1932  
*Handwritten Signature*  
Reg. of Deeds  
Deputy

Reg. No. 20  
Fee Paid \$10.00

*Handwritten Note:* In Case of Sale of this property the following are to be paid to the owner