

MORTGAGE RECORD 75

427

FIRST MORTGAGE

THIS INDENTURE, Made this twenty-sixth day of February in the year of our Lord nineteen hundred and twenty nine, between G. W. Eberhart and Effie Eberhart 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 \$4000.00 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 its 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 one hundred and ten (110) acres of the southeast Quarter of Section No. Three (3) Township No. Fourteen (14) Range No. Nineteen (19).

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 same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of \$4000.00 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 March and September 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 \$2000 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 per cent, per annum, computed semi-annually on said principal nte, 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, 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 costs 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.

G. W. Eberhart (Seal)
Effie Eberhart (Seal)

STATE OF KANSAS COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 26 day of February A. D. 1929 appeared before me, a Notary Public in and for said County and State, G. W. Eberhart and Effie Eberhart 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 seal on the day and year last above written.

Legal
Seal

My commission expires January 13, 1932

John C. Enick Notary Public

Recorded February 26, 1929 A. D. at 4:45 P. M.

E. C. Conners Register of Deeds

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by J. H. Holke and wife, Matilda Holke, dated the fourth day of June A. D. 1925, which is recorded in Book 69 of Mortgages page 7 of the records of Douglas County, Kansas satisfaction of such mortgage is hereby acknowledged and the same is hereby released. Dated this twenty-sixth day of February A. D. 1929.

Corp. Seal

The Merchants Loan & Savings Bank
By F. C. Whipple Cashier

STATE OF KANSAS; DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 26th day of February A. D. 1929, before me Jane Sheets, a Notary Public in and for said County and State, came F. C. Whipple, Cashier of The Merchants Loan and Savings Bank, to me personally known to be the same person who executed the foregoing instrument of writing, 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.

Legal
Seal

My Commission Expires September 10, 1931.

Jane Sheets Notary Public

Recorded February 27th 1929 A. D. at 9:50 A. M.

E. C. Conners Register of Deeds

Reg. No. 52
Fee Paid 4.00

7-18-1929

The following is a statement of the amount of the mortgage recorded in Book 69 of Mortgages page 7 of the records of Douglas County, Kansas, which is hereby acknowledged and the same is hereby released. Dated this twenty-sixth day of February A. D. 1929.