

MORTGAGE RECORD 75

MORTGAGE

 Reg. No. 55
 Volume 1750

THIS INDENTURE, Made this 25 day of February A. D. 1929 between S. Witherspoon, a single woman of the first part, and Warren Mortgage Company, of Emporia, Lyon County, Kansas, of the second part,

WITNESSETH: That the said party of the first part, in consideration of the sum of Seven Thousand Dollars, paid by the second party, the receipt of which is hereby acknowledged, has granted and sold, and by these presents, does Grant, Bargain, Sell and Convey unto the said second party, its heirs, assigns, or successors, forever, all of the following-described real estate, situated in the Township of Palmyra County of Douglas, State of Kansas, to-wit:

The Southwest Quarter of Section Thirty-six, Township Thirteen South, Range Twenty East of the 6 P. M.

TO HAVE AND TO HOLD THE SAME, with all the appurtenances thereunto belonging, unto said second party, its heirs, assigns or successors, forever; and the said first party does hereby covenant and agree, that at the deliver hereof, she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance herein, free from all encumbrances, and that she will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, and these presents are upon this express condition, that, whereas, the said first party is justly indebted unto said Warren Mortgage Company the principal sum of Seven Thousand Dollars; lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said Warren Mortgage Company to the said party and secured by a certain promissory note bearing even date herewith, payable to said Warren Mortgage Company, or order, with interest at the rate of 5% per cent per annum from March 1, 1929 until fully paid; interest to be paid as stated in the principal note, as specified by interest notes or coupons of even dated herewith attached to said principal note principal and interest payable at Atlantic National Bank of Boston, Boston, Massachusetts, or at such place as the legal holder may in writing designate.

Now, if said first party shall pay or cause to be paid the said sum of money, with interest thereon, according to the terms of said note and pay off, remove and discharge all prior liens and encumbrances existing, or that may hereafter arise, then these presents shall be void. But if said sum of money, or any interest thereon, is not paid when due and payable, or if all taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, or to pay off, remove and discharge all prior liens and encumbrances, then, in any of these cases, the said principal and each, and all every one of said coupon or interest notes, with the interest thereon, shall and by this indenture do immediately become due and payable, at the option of the second party its assigns or successors, to be at any time hereafter exercised with notice to the said first party. But the legal holder of this mortgage may, at his option, pay said taxes, assessments or charges for insurance, and any prior or outstanding lien or encumbrance, so due and payable, which the mortgagee or assigns shall neglect or refuse to pay, as herein set forth, and charge them against the said first party, and the amounts so charged, together with interest at the rate of ten percent, per annum, payable as stated in the principal note, shall be an additional lien upon the said mortgaged property and the said mortgagee, its heirs, assigns, or successors, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of said premises and of the rents, issues and profits thereof.

Said first party agrees to keep the buildings erected, or to be erected, on said land insured to the amount of Two Thousand Dollars, to the satisfaction and for the benefit of the second party, its heirs, assigns or successors, from this time until said note and all liens by virtue hereof are fully paid. Said party further agrees that when this mortgage is fully paid off and satisfied, and a release given by the holder of the same she will pay for the recording of such release.

IT IS hereby further agreed that the principal note shall bear interest after the same shall become due and payable, either by maturity or as hereinbefore specified at the rate of ten per cent per annum, payable as stated in the principal note, said interest to be computed upon the amount then remaining due and unpaid upon said notes, from said date until the same shall be actually paid. And the said first party hereby waives all stay, valuation, homestead or appraisement laws of the state of Kansas.

IN TESTIMONY WHEREOF, The said first party has hereunto set her hand the day and year first above written.

Signed, sealed and delivered in the presence of

S. Witherspoon

STATE OF KANSAS, LYON COUNTY, SS.

I HEREBY CERTIFY, That on this, the 25 day of Feb. A. D. 1929, before me, the undersigned, a Notary Public in and for said County and State, came S. Witherspoon, a single woman personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

Legal Seal

My commission expires June 28, 1930

N. V. Wright Notary Public

Recorded February 27th 1929 A. D. at 10:30 A. M.

Chas E. Crumrine Register of Deeds

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See Assignment See Book 75 Page 603
To Release See Book 77 - Page 504