

MORTGAGE RECORD 75

431

MORTGAGE

THIS INDENTURE, Made this 1st day of March in the year of our Lord one thousand nine hundred Twenty-Nine between Christ Straub and Flora Straub husband and wife, of Overbrook, in the County of Osage and State of Kansas, of the first part, and G. Gehrie of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Sixty Three Hundred 00/100 Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his heirs 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 South Half of the North-east Quarter, and the South Half of the North-West Quarter, fractional, of Section Seven (7), Township Fifteen (15), Range Eighteen (18) East of the 6th P. M. with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Christ Straub and Flora Straub 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, 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 Sixty Three Hundred 00/100 Dollars, according to the terms of one certain promissory note this day executed by the said Christ Straub and Flora Straub to the said party of the second part; said note being given for the sum of Sixty three hundred 00/100 Dollars, dated March 1st, 1929 due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 5 coupons of \$78.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties 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 No. Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 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 thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party 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, his 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 hereby waived or not, at the option of the party of the second part, his 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 party making such sale, on demand, to the said Christ Straub, his heirs and assigns.

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

Christ Straub (Seal)
Flora Straub (Seal)

STATE OF KANSAS, OSAGE COUNTY, SS.

BE IT REMEMBERED, That on this 1st day of March 1929 before me, J. A. Cordts a Notary Public in and for said County and State, came Christ Straub and Flora Straub, Husband and wife, to me personally known to be the same persons who executed the within 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 Nov. 24th 1929

J. A. Cordts Notary Public

Recorded March 1, 1929 A. D. at 10:45 A. M.

John D. Amthor

Register of Deeds

The following is endorsed on the original instrument:
The note herein described being paid in full, this mortgage is hereby released
and the lien thereon is cancelled.
As witness my hand this _____ day of _____ A. D. 19____
Attest: _____

The following is endorsed on the original instrument:
The note herein described being paid in full, this mortgage is hereby released
and the lien thereon is cancelled.
As witness my hand this _____ day of _____ A. D. 19____
Attest: _____

Recorded June 24 1929
W. Gehrie, Notary Public
Vice: Richard