

MORTGAGE RECORD 75

MORTGAGE

Reg. No. 127
 Fee Paid .25

THIS INSTRUMENT, Made this 2nd day of April, in the year of our Lord, one thousand nine hundred and twenty-nine, 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 \$100. One Hundred 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 indefeasible estate of inheritance therein, free and clear of all incumbrances, except a prior mortgage of \$250.00 to The Ottawa Mortgage Company.

It is mutually agreed by the parties to this instrument that if the holder hereof pays any money on a prior lien in full or part satisfaction thereof, the amount so paid with 10 per cent per annum interest thereon is to become automatically a part of this debt and secured by this mortgage and such payment, if for defaulted interest or principal, shall mature the whole debt secured by this mortgage. At the option of the holder, the parties hereby agree to maintain policies of insurance on buildings on said premises, as required in Kansas as a mortgagee, to secure the payment of the sum of \$100.00 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 on the 2nd day of April, 1931, to the order of said second party, with interest thereon according to the tenor thereof, payable semi-annually, according to the terms of said 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 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, 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 first parties of 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.

Lulu Deay (Seal)
 Bert Deay (Seal)

STATE OF KANSAS
 FRANKLIN COUNTY

SS.

BE IT REMEMBERED, That on this 2nd day of April, A. D. 1929, before me a Notary Public in and for said County and State, came Lulu Deay and Bert Deay, her husband, to me personally known to be the same person who executed the foregoing instrument, 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 July 18, 1929

Grace M. Drum Notary Public

Recorded April 3, 1929 A. D. at 8:15 A. M.

Elmer C. Armstrong Register of Deeds

The following is entered on the original instrument:
 The Ottawa Mortgage Company, as mortgagee, on the 2nd day of April, 1929.
 Elmer C. Armstrong
 Register of Deeds