

MORTGAGE RECORD 75

459

SAME EDDSWORTH STATUTORY CO KANSAS CITY MO 64101

NOW IF said parties of the first part shall pay or cause to be paid to said party of the second part her heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

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

Walter Vitt
Olive Vitt

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this day of January A. D. 1929 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Walter Vitt and Olive Vitt his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official seal, the day and year last above written.

Frank Fox. Notary Public

Legal Seal

Term expires July 7, 1932

Recorded April 3, 1929 A. D. at 2:30 P. M.

E. C. Ameture Register of Deeds

MORTGAGE

THIS INDENTURE, Made this first day of April in the year of our Lord nineteen hundred and twenty nine between Daniel Baker and Mattie Baker, 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 \$2000.00 Two 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:

Lots No. One hundred fifty three (153) and No. one hundred and fifty five (155) on Elm Street in Subdivision of Block No. Twelve (12) in North Lawrence

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 indefensible 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 \$2000.00 Two 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 April and October 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 \$2500. 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 become due, the said first party agrees 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 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 party 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 costs and charges of making such sale, to be taxes or 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.

Daniel Baker (Seal)
Mattie Baker (Seal)

Reg. No. 194
Fee Paid 5.00

The following is endorsed on the original instrument.
The note herein described having been used in full, this mortgage is hereby released and the same is returned to the party of the first part.
1929 April 3
Walter Vitt
Olive Vitt
Frank Fox, Notary Public
E. C. Ameture, Register of Deeds

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