

# MORTGAGE RECORD 75

597

IN TESTIMONY WHEREOF, The said party of the first parties herunto subscribed their names on the day and year above mentioned.  
Executed and delivered in the presence of:

Louisa C. Don Carlos  
H. E. Don Carlos J.H.J.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES SS.

BE IT REMEMBERED, That on this 23rd day of August A. D. nineteen hundred twenty-nine before me, the undersigned, a Notary Public in and for said County and State, came Louisa C. Don Carlos and H. E. Don Carlos, her husband who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Legal Seal

Emma V. Grass  
Notary Public for County and State  
aforesaid.

My term expires Dec. 14, 1932.

Recorded August 27, 1929 A. D. at 8:35 A. M.

*Elie Q. Armstrong*

Register of Deeds

MORTGAGE

Reg. No. 354  
Fee Paid 26.00

THIS INDENTURE, Made this twelfth day of August in the year of our Lord nineteen hundred and twenty-nine between T. E. Griese and Myra P. Griese 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 \$10,000.00 Ten 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 East Twenty one (21) acres of the North West quarter of the south east Quarter and that portion of the North East Quarter of the Southeast Quarter lying West of the Leavenworth, Lawrence and Galveston Railroad now the Atchison, Topeka and Santa Fe Railway and all being in the South east Quarter of Section No. Six (6) in Township No. Thirteen (13) Range No. Twenty (20)

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 sized 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 \$10,000.00 Ten 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 \$ ----- 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 of 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 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 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, 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 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.

T. E. Griese (Seal)  
Myra P. Griese (Seal)

STATE OF KANSAS  
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 27 day of August A. D. 1929 appeared before me, a Notary Public in and for said County and State, T. E. Griese and Myra P. Griese 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

Notary Public

My commission expires Jan 25, 1932

Recorded August 27, 1929 A. D. at 9:30 A. M.

*Elie Q. Armstrong*

Register of Deeds

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released  
and the lien thereby created is extinguished.  
As witness my hand this 14th day of September A. D. 1942  
Notary Public for the State of Kansas  
*Elie Q. Armstrong*

This mortgage  
was written  
on original  
notarially  
correct and  
true copy  
of the  
original  
Notary Public  
for the State  
of Kansas  
*Elie Q. Armstrong*