

MORTGAGE RECORD 75

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 the said parties of the second part its executors, administrators 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 parties making such sale on demand, to the said first parties or their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

B. E. Buchanan (Seal)
Alice C. Buchanan (Seal)

STATE OF KANSAS
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 12th day of September A. D. 1929 before me a Notary Public in and for said County and State, came B. E. Buchanan and Alice C. Buchanan his wife to me personally known to be the same persons 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.

H. E. DeFar
Notary Public

Legal Seal

Commission expires Feb. 12, 1933.

Recorded September 12, 1929 A. D. at 8:35 A. M.

Wm. C. Armstrong Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 10th day of September in the year of our Lord one thousand nine hundred and twenty nine between B. E. Buchanan and Alice Buchanan, husband and wife of Palmyra Township in the County of Douglas and State of Kansas party of the first part, and The Wellsville Bank party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$750.00 Seven Hundred Fifty & No/100 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 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: Northeast Quarter of Section Six (6) Township Fifteen (15) Range Twenty One (21) 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 encumbrances excepting one certain mortgage for the amount of \$9000.00 executed this day to the Wellsville Bank, Wellsville, Mo. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second part, for the benefit of said second party or assigns, in the sum of not less than -----Dollars, each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \$750.00 Seven Hundred Fifty & No/100 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 10th day of September 1930 to the order of said second party its heirs or assigns with interest at the rate of 5% per cent.

And this conveyance shall be void if such payment be made as is herein specified, But if default be made in such payment, or any part thereof, or interest thereon, or if the 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 the said party of the second part their executors, administrators 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 or their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

B. E. Buchanan (Seal)
Alice C. Buchanan (Seal)

STATE OF KANSAS
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 12th day of September A. D. 1929 before me, a Notary Public in and for said County and State, came B. E. Buchanan and Alice C. Buchanan his wife to me personally known to be the same persons 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

H. E. DeFar
Notary Public

Commission expires Feb. 12, 1933

Recorded September 12, 1929 A. D. at 8:40 A. M.

Wm. C. Armstrong Register of Deeds

Remitted 2-12-31. Typing furnished on the original instrument. The Wellsville Mortgage having been paid in full, the same is hereby released on this 12th day of March 1931. By the Register of Deeds.

Reg. No. 587
Fee Paid \$1.00

The foregoing is a true and correct copy of the original instrument. The Wellsville Mortgage having been paid in full, the same is hereby released on this 12th day of March 1931. By the Register of Deeds.

Recorded April 12, 1931
By the Register of Deeds