

MORTGAGE RECORD 75

607

MORTGAGE

THIS INDENTURE Made this 14th day of September in the year of our Lord one thousand nine hundred and twenty-nine between Charles Holmes and Tressie Holmes his wife of Wakarusa in the County of----- and State of Kansas of the first part, and James W. Sutton and Margaret Sutton party of the second part: WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty-four 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 parties of the second part, their 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 West one-half of the N. E. quarter of the N. W. quarter of Sec. fourteen (14) Twp fifteen (15), Range nineteen (19) Douglas Co. 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 encumbrances.

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 party, for the benefit of said second party, or assigns, in the sum of not less than Two thousand 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 Twenty-four hundred 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 14th day of September 1934 to the order of said second party with interest thereon according to the tenor thereof payable semi-annually according to the terms of ten 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 First National Bank 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 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, 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 party 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 last above written.

Signed, Sealed and delivered in presence of:

Charles Holmes (Seal)
Tressie Holmes (Seal)

STATE OF KANSAS
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 14th day of Sept. A. D. 1929, before me, a Notary Public in and for said County and State, came Charles Holmes and Tressie Holmes 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.

S. W. Spangler Notary Public

Legal Seal

Commission expires on the 8th day of April 1933.

Recorded September 20, 1929 A. D. at 11:00 A. M. *E. C. Condit* Register of Deeds

ASSIGNMENT

(The following is endorsed on the back of the original instrument recorded in Book 69 Page 454) For Value Received, the undersigned owner of the within mortgage does hereby assign and transfer the same to Nellie A. Yemmer.

Dora R. Saxton

STATE OF MISSOURI
COUNTY OF BUCHANAN, SS.

BE IT REMEMBERED, that on this 27th day of June A. D. 1929 before me, the undersigned a Notary Public in and for said County and State, came Dora A. Saxton the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Leo E. Knebel Notary Public

Legal Seal

My Commission Expires March 10, 1932

Recorded September 20, 1929 A. D. at 1:35 P. M. *E. C. Condit* Register of Deeds

Reg. No. 523
Dec. 1929

ATTEST
Herald A. Beck
J. W. Beck

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