

MORTGAGE RECORD 75

When the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect.

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

William F. Strong (Seal)
Stella C. Strong (Seal)

STATE OF KANSAS
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 19th day of October 1929 before the undersigned, a Notary Public in and for said County appeared William F. Strong and Stella C. Strong Husband and Wife who are to me personally known to be the identical persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same.

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

Legal Seal

W. A. Scheel
Notary Public
Douglas County, Kansas.

My commission expires April 25, 1931.

Recorded October 19, 1929 A. D. at 11:30 A. M.

Chas. E. Armstrong
Register of Deeds

FIRST MORTGAGE

THIS INSTRUMENT, Made this twenty-fifth day of September in the year of our Lord nineteen hundred and twenty-nine between A. E. Ice and Linn P. Ice, 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 \$8000.00 Eight Thousand and 00/100 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: S $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 16; S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec. 21; The South 60 acres of the SE $\frac{1}{4}$ of Sec. 17 also commencing at the NE corner of the NE $\frac{1}{4}$ of Sec. 20, thence running south along the east line of said NW $\frac{1}{4}$ of Sec. 20, 66 rods and 4 feet; thence west to the center of Wakarusa Creek; thence northerly with center of said creek to the north line of said NW $\frac{1}{4}$ of said Section 20; thence east with said North line to place of beginning. Also the west $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 21; Also a right-of-way 14 feet in width along the west side of the North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Sec. 21, aforesaid and along the east side of Wakarusa Creek through the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 16, aforesaid to a point about 15 rods south of the north line of said SW $\frac{1}{4}$ of Section 16, and from that point in a northeasterly direction to a point on said north line about 10 rods east of center of said creek, all being in Township 13, South of range 18 East of the 6th Principal Meridian, containing 274 acres, more or less, 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; 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 \$8000.00 Eight Thousand and 00/100 Dollars and interest thereon according to the terms of a certain mortgage note with interest note 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 \$4000.00 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 becomes due, the said first parties agree to pay to said second party or 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 taxed 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.

A. E. Ice (Seal)
Linn P. Ice (Seal)

Reg. No. 441
Fee Paid \$2.00

74 Assignment Subst. 11/1/29

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 discharged.
As witness my hand this 29th day of February A.D. 1941

W. C. McMan, Secretary of America
(Cap Seal)

This Release
Written
on the
Mortgage
entered
the day
of
1941
at
Haworth, Okla.
Notary Public