

MORTGAGE RECORD 75

MORTGAGE

Reg. No. 275
Fee Paid 2.00

THIS INDENTURE, Made this 31th day of August in the year of our Lord one thousand nine hundred and twenty nine between J. F. Krull (single Man) of Baldwin City in the County of Douglas and State of Kansas party of the first part, and Lizzie M. Powell party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of \$200.00 Two Hundred & no/100 Dollars, to him duly paid, the receipt of which is hereby acknowledged has sold, and by these presents does Grant, Bargain, Sell and Mortgage to the said party of the second part her 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: All of Lots Sixty-Eight (68) Seventy (70) Seventy Two (72) and Seventy Four (74) all in Block ---- in City of Baldwin on Baker Street, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seired of a good and indefessible 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 Hundred 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 \$200.00 Two Hundred & no/100 Dollars according to the terms of a certain mortgage note or bond, this day executed by the said party of the first part, and payable on the 30th day of November 1929 to the order of said second party. 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 party 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 his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of
Witnessed his Mark
G. H. Hill

J. F. "X" Krull (Seal)
His Mark

STATE OF KANSAS,
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 31th day of August A. D. 1929 before me a Notary Public in and for said County and State, came J. F. Krull (single man) to me personally known to be the same person 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. H. Hayes Notary Public

Commission expires 3/18 1933

Recorded September 9, 1929 A. D. at 2:35 A. M.

Chas. S. Armstrong Register of Deeds

ASSIGNMENT

(The following is endorsed on the original instrument recorded in Book 74 Page 229)

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to A. Unrein.

CORP SEAL

Watkins National Bank
C. H. Tucker Prest.

STATE OF KANSAS
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, that on this 16 day of September A. D. 1929 before me, the undersigned a Notary Public in and for said County and State came C. H. Tucker President Watkins National Bank 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.

Legal Seal

A. F. Flinn
Notary Public

My Commission Expires April 10, 1931.

Recorded October 29, 1929 A. D. at 1:20 P. M.

Chas. S. Armstrong Register of Deeds

This instrument is assigned on the original instrument
 of the State of Kansas, recorded in Book 74 Page 229,
 and is hereby assigned to the undersigned, this 29
 day of December 1929. Lizzie M. Powell.

Recorded Dec 24 1929
 Chas S Armstrong
 Register of Deeds