

MORTGAGE RECORD 76

Reg. No. 543

Fee Paid, \$ 2.50

FROM

David T. McCall & wife
TO

E. J. Hilkey

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31 day of

Dec. A.D. 1929, at 3:00 o'clock P. M.

E. J. Hilkey
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 31st day of December, in the year of our Lord, one thousand nine hundred and twenty nine between David T. McCall & Cordelia McCall, his wife

of Leocompton in the County of Douglas and State of Kansas
part 1st. of the first part, and E. J. Hilkey part 2nd. of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of One Thousand & 00/00 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 146 1/2 feet East of the Southwest corner of the Northeast quarter of Section 3 Township 12, Range 18, thence East 346 1/2 feet; thence North 330 feet; thence West 346 1/2 feet; thence South 330 feet to the place of beginning, all being in the Southeast quarter of the Northeast quarter of Section 3 & containing 2 1/2 acres. Also beginning at the Southeast corner of the Northwest quarter of Section 3, Township 12, Range 18; thence running West 80 rods; thence North 40 rods; thence East 80 rods; thence South 40 rods to the place of beginning, containing 20 acres.

with the appurtenances and all the estate, title and interest of the said part 1st. of the first part therein.

And the said part 1st. of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 1st. of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 2nd. of the second part, the law, if any, made payable to the part 2nd. of the second part to the extent of his interest. And in the event that said part 1st. of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part 2nd. of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of One Thousand & 00/00 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 31st day of December 1929

and by its terms made payable by the part 2nd. of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 2nd. of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st. of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part 2nd. of the second part, or his attorney

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; 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 incident thereto, and the surplus, if any there be, shall be paid by the part 2nd. of the second part, or his attorney, to the first part 1st. of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and more to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st. of the first part have hereunto set their hands and seal the day and year last above written.

David T. McCall (SEAL)

Cordelia McCall (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 31st day of December A.D. 1929, before me, a

Notary Public in the aforesaid County and State, came

David T. McCall & Cordelia McCall his wife

Legal Seal 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.

My commission expires on the 8 day of Jan. 1930

J. W. Kreider
Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 20th day of April 1931

Ada R. Hilkey
Mortgagee. Owner.

This Release was written on the original Mortgage entered this 28th day of April 1929. Notary Public.