

MORTGAGE RECORD 76

Reg. No. 522
Fee Paid, \$4.75

FROM

C. Raymond Vaughn & Lida M. Vaughn, his wife.
TO

Clyde Stewart.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27th day of
February A. D. 1930, at 10:45 o'clock A.M.By *Chas. E. Becke* Register of Deeds.
Deputy.THIS INDENTURE, Made this 26th day of February, in the year of our Lord, one thousand nine
hundred and Thirty between

C. Raymond Vaughn and Lida M. Vaughn, his wife,

of Baldwin in the County of Douglas and State of Kansas
parties of the first part, and

Clyde Stewart

part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Nineteen Hundred 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 Y of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:The North East quarter (NE¹/₄) of Section Twenty (20)
Township fourteen (14) Range Nineteen (19).

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 - the lawful owners of the premises above granted, and
mixed of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a first mortgage of \$3500 dated Feby 1 - 1927

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 will 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 Y of the second part, the loss, if any, made payable to the part Y 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 Y 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
Nineteen hundred DOLLARS.according to the terms of one certain written obligation for the payment of said sum of money, executed on the 26 day of Feby 1930.
and by its terms made payable to the part Y 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 Y of the second part to pay for any insurance or to discharge any taxes when the same become due and payable, in the event that said
part 1st. of the first part shall fail to pay the same as provided in this indenture.And this covenants 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 mortgage 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 Y of the second part -
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 Y of the second part, making such sale, on
demand, to the first part 1st.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 bind 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 has hereunto set their hand and seal the day and year last
above written.

C. Raymond Vaughn (SEAL)

Lida M. Vaughn (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 26th day of February A. D. 1930, before me, a

Notary Public in the aforesaid County and State, came

C. Raymond Vaughn and Lida M. Vaughn, 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.

My commission expires on the 7th day of Apr. 1932.

Chas. E. Becke 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 27 day of Feb, 1930.*Clyde Stewart*
Mortgagee. Owner.This Release
was written
on Feby 27th 1930
Mortgagee's
entered
this 1 day
of Feb 1930
1930
Chas. E. Becke
Notary Public