

## MORTGAGE RECORD 76

Reg. No. 1279  
Fee Paid, \$ 3.75

MORTGAGE RECORD 76

FROM

R. E. McHenry and wife

TO

The Baldwin State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of  
March A. D. 19 31, at 9:15 o'clock A. M.*E. E. Cunningham*Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 13th day of October, in the year of our Lord, one thousand nine hundred and thirty between

R. E. McHenry and Mary McHenry his wife

of Baldwin City in the County of Douglas and State of Kansas  
part 1st of the first part, and The Baldwin State Bank part 2nd of the second part.WITNESSETH, That the said part 1st of the first part, in consideration of the sum of  
Fifteen 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 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots twenty six (26) twenty seven (27) and the north twenty (20) feet of lot twenty eight (28) on Eighth Street Baldwin City, Kans.

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 owners of the premises above granted, and owned of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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

It is agreed between the parties hereto that the part 2nd of the second 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 pay 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 loss, if any, made payable to the part 2nd of the second part to the extent of its 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  
Fifteen hundred DOLLARS,  
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 13th day of October 1930

and by the terms made payable to 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 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

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 provided 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, 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 more to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

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

R. E. McHenry (SEAL)

Mary McHenry (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 31 day of Oct. A. D. 19 30, before me, a Notary Public in the aforesaid County and State, came

R. E. McHenry and Mary McHenry his wife

Legal Seal

to me personally known to be the same person as 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 15 day of May 19 31

W. M. Clark  
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 7 day of July

*Corp Seal**The Baldwin State Bank*  
Mortgagee. Owner.This Release  
is a written  
original  
notarized  
and entered  
this 7 day  
of July  
1931  
*E. E. Cunningham*  
Register of Deeds  
Deputy