

MORTGAGE RECORD 76

Reg. No. 1873
Fee Paid, \$ 1.25

WILLIAMS CO. TEXAS 81140

FROM

Mattie McQueen et al
TO

Charles W. Wells

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14th day of June A. D. 1932, at 4:20 o'clock P. M.

E. J. Hilkey

Register of Deeds.
Deputy.

THIS INDENTURE, Made this 13th day of June in the year of our Lord, one thousand nine hundred and thirty-two between Mattie McQueen, widow, Glenn R. McQueen, single, Crilla Bell Snow & Thomas Snow her husband

of Baldwin No. 3 in the County of Douglas and State of Kansas parties of the first part, and Charles W. Wells party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred & 00/100 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

All of our undivided interest in the North-west Quarter of Section Twenty-one, Township Fourteen, Range Twenty, less the East Seventy-two and one half acres and less a tract in the South-west Corner, Sixty-four Rods north and south by Thirty-five and one half Rods East and West containing Fifteen Acres, more or less, being Seventy-two and one half Acres, more or less.

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

And the said part ies. 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

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 ies. 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 party of the second part, the less, if any, made payable to the party of the second part to the extent of insurable interest. And in the event that said part ies. 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 party 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 Five Hundred 00/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 13th day of June 1932 and by its terms made payable to the party 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 party 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 ies. 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 provided, 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 party of the second part.

And the conveyance shall be void if such payment be made as herein provided, 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 party of the second part.

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

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

Mrs. Mattie McQueen (SEAL)
Glenn R. McQueen (SEAL)
Crilla Bell Snow (SEAL)
Thomas Snow (SEAL)

STATE OF KANSAS }
COUNTY OF DOUGLAS }

Legal
Seal

BE IT REMEMBERED, That on this 13th day of June A. D. 1932, before me, a Notary Public in the aforesaid County and State, came Mattie McQueen, a widow,

Glenn R. McQueen, single, Crilla Bell Snow & Thomas Snow, her husband 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 15th day of September 1934

E. J. Hilkey 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 24th day of May 1932

Charles W. Wells
Mortgage. Owner.

This Release was written on the original Mortgage entered this 24th day of May 1932
Charles W. Wells
Reg. of Deeds.