

## MORTGAGE RECORD 76

Reg. No. 2619  
Fee Paid, \$ 3.75

FROM

Carrie Cox Moore and husband  
TO

The First Savings Bank of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of  
Dec. A. D. 1932, at 1:50 o'clock P. M.By Dr. Caldwell Register of Deeds.  
Deputy.

THIS INDENTURE, Made this first day of December, in the year of our Lord, one thousand nine hundred and thirty-two, between Carrie Cox Moore and Charles T. Moore, her husband,

of Caldwell in the County of \_\_\_\_\_ and State of Idaho  
parties of the first part, and The First Savings Bank of Lawrence, Kansas,WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Fifteen Hundred and no/100 (\$1500.00) ----- 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 party of the second part,  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:Begin Four Hundred Seventy (470) feet North of the Southeast corner of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>),  
Section Two (2), Township Thirteen (13), South of Range Twenty (20) East of the 6th P. M.; Thence  
West Twenty-three Hundred Sixty-six (2366) Feet to the West Boundary of Shawnee Reserve; Thence  
North Four Hundred Sixty-five (465) feet, East Twenty-three Hundred Seventy (2370) feet, South Four  
Hundred Seventy (470) feet to beginning, containing Twenty-five and 39/100 (25.39) acres.

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

And the said parties 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 parties 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of  
its interest. And in the event that said parties 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 parties 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 and no/100 ----- DOLLARS,according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of December, 1932  
and by its terms made payable by the parties 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 parties 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  
parties of the first part shall fail to pay the same as provided in this indenture.And this conveyance shall be void if such payment by 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 mortgage 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 parties of the second partand 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 parties of the second part, on  
demand, to the first party of the first part.It is agreed by the parties hereto that the terms and provisions of this indenture and of each and every obligation therein contained, and all benefits accruing therefrom shall extend  
and inure 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.

Witnesses:

Hugh N. Caldwell

Ida Erickson

Carrie Cox Moore (SEAL)

Charles T. Moore (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO  
COUNTY OF CanyonBE IT REMEMBERED, That on this 1st day of December, A. D. 1932, before me, a  
Notary Public in the aforesaid County and State, cameLegal Carrie Cox Moore and Charles T. Moore, her husband,  
to me personally known to be the same person(s) 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 5 day of October, 1935.

Hugh N. Caldwell  
Residing at Caldwell, Idaho  
Notary Public for Idaho

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 1st day of May, 1933

Corp Seal

The First Savings Bank  
By J. C. Apple, Cashier  
Mortgagee. Owner.This Release  
was written  
on the original  
mortgage  
entered  
this 2nd day  
of May  
1933Hugh N. Caldwell  
Reg. of Deeds  
Caldwell, Idaho  
Deputy