

MORTGAGE RECORD 76

Reg. No. 2619
Fee Paid, \$ 3.75

FROM

Carrie Cox Moore and husband
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of Dec, A. D. 1932, at 5:50 o'clock P.M.

R. N. Caldwell
By _____ Register of Deeds.
Deputy.

The First Savings Bank of Lawrence, Kansas,

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 (SW¹/₄), 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 party of the second part, the loss, if any, made payable to the party 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 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 1% 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 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 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 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 party 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 amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the proceeds, if any there be, shall be paid by the party of the second part to the demand of the first party 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: Carrie Cox Moore (SEAL)
Rugh N. Caldwell (SEAL)
Ida Erickson (SEAL)
Charles T. Moore (SEAL)

STATE OF IDAHO
COUNTY OF Canyon } ss.

BE IT REMEMBERED, That on this 1st day of December A. D. 1932, before me, a Notary Public in the aforesaid County and State, came

Legal Carrie Cox Moore and Charles T. Moore, her husband, to me personally known to be the same person, who executed the foregoing instrument and duly acknowledged the execution of the same.

Seal 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.

Rugh N. Caldwell Notary Public For Idaho
Residing at Caldwell, 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

The First Savings Bank
Mortgagee, Owner.

This Release was written on the original mortgage entered this 5th day of May 1933

Charles T. Moore
Deputy