

MORTGAGE RECORD 76

Reg. No. 2025

Fee Paid. \$ 7.75

FROM

Fred M. Baldwin and wife
TO

Henry Dravis

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20th day of
Dec. 1932 at 2:30 P. M.

Dec. 1932 at 2:30 o'clock P. M.

Elie E. Armstrong

Register of Deeds

By _____ Deputy _____

THIS INDENTURE, Made this 20th day of December, in the year of our Lord, one thousand nine hundred and thirty-two between Fred M. Baldwin and Teresa E. Baldwin, his wife

of _____ in the County of Douglas and State of Kansas
parties of the first part, and Henry Dravis

... part Y of the second part

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty-one hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South one half (S $\frac{1}{2}$) of the North-west quarter (NW $\frac{1}{4}$) of Section twenty two (22), Township thirteen (13), Range eighteen (18)

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

And the said part 100 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 inalienable estate of inheritance therein, free and clear of all incumbrance

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 100 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 5 of the second part, the loss, if any, made payable to the part 5 of the second part to the extent of his interest. And in the event that said part 100 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 5 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 the indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS COUPON IS ATTACHED AS A PORTION TO SECURE THE PAYMENT OF THE TAXES AND INSURANCE HEREIN PROVIDED FOR.

THIRTY-ONE 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 20th day of December 1932

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 with interest thereon as herein provided, in the event that said

part 100 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 required by the terms hereof, or if the holder hereof fail to comply with the provisions hereof, then the sum of \$100,000.00, being the full amount of the principal of the mortgage, shall become due and payable at once, 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 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 overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part 188.

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 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 hands and seals the day and year last above written.

Fred M. Baldwin (SEAL)

Teresa H. Baldwin (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, That on this 20th day of December A. D. 19 32, before me, a
Register of Deeds _____ in the aforesaid County and State, came _____

Legal Fred M. Baldwin and Teresa H. Baldwin, his wife

Legal Fred M. Baldwin and Teresa H. Baldwin, his wife
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 _____ day of _____ 200

Elsie E. Armstrong
Register of Deeds Nancy Publick

This release
was written
on the original
mortgage
entered
this 3 day
of October
1948

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 27th day of September, 1948

of) Subscribed and sworn to before me this Henry D
17th day of September, 1948. Ella Tanton
Notary Public in and for the County of Orange
State of California My Commission Expires Jan. 4, 1952

Mortgagee. Owner