

MORTGAGE RECORD 76

Reg. No. 2122
Fee Paid, \$ 1.25

FROM

S. H. Wymer and wife
TO

Priscilla Wilson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of
May A. D. 1933, at 10:30 o'clock A. M.By *John S. Baldwin* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 14th day of January in the year of our Lord, one thousand nine hundred and thirty-three (33) between S. H. Wymer and Beulah M. Wymer, his wife

of Big Springs in the County of Douglas and State of Kansas parties of the first part, and Priscilla Wilson

part Y of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Five Hundred and No/100 (\$500.00) 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 part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at an iron pin being located 663.25 feet South and 678.5 feet West of the North East corner of Section 14, township 12, Range 17 East, thence North 84°30' West 55.68 feet, thence South 56°05' West 228 feet; thence South 84°30' East 54.1 feet; thence North 56°05' East 228 Feet to the point of beginning less the easements of the public to the highways on the East and North

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 encumbrance.

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

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 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of her 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 Y 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.

FIVE hundred and no/100 ----- DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 14th day of January 1933 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 1st of the first part shall fail to pay the same as provided in this indenture.

And this mortgage 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 mortgage 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 Y 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 Y making such sale, on demand, to the first part.

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 seal the day and year last above written.

S. H. Wymer (SEAL)

Beulah M. Wymer (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 14 day of January A. D. 1933, before me, a Notary Public in the aforesaid County and State, came

Legal S. H. Wymer and Beulah M. Wymer, his wife

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 25th day of July 1936

O. F. Baldwin 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 12th day of December 1932

Priscilla Wilson Mortgage. Owner.
O. F. Baldwin, Attorney

This release was written on the original mortgage.

Notary Public
John S. Baldwin
1932
File of DeedsWe, the undersigned, being the only parties surviving heirs at law of Priscilla Wilson, 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 14th day of August, 1940.
O. F. Baldwin
John S. Baldwin
Beulah M. Wymer
Priscilla Wilson
Ethel Hartman

This release was written on the original mortgage.

Notary Public
John S. Baldwin
1940
File of Deeds