

MORTGAGE RECORD 76

Reg. No. 2279
Fee Paid, \$ 2.50

FROM
Mary A. Martin, a widow
TO
The Baldwin State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 18th day of Nov. A. D. 1933, at 9:00 o'clock A. M.
By _____ Register of Deeds.
Deputy.

THIS INDENTURE, Made this 4th day of September, in the year of our Lord, one thousand nine hundred and Thirty between Mary A. Martin a widow

of Baldwin in the County of Douglas and State of Kansas
party of the first part, and The Baldwin State Bank
party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of
One Thousand and _____ DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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:

Lots Twenty Three (23) Twenty four (24) and Twenty five (25) on Eighth Street
Baldwin City Kansas

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

And the said party of the first part do hereby covenant and agree that at the delivery hereof she is 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 except a first Mtg. of \$2500.00 in favor of the Astna Bldg. & Loan Ass'n. Topeka Kansas

It is agreed between the parties hereto that the party 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 the party of the second part, the loan, if any, made payable to the party of the second part to the extent of interest. And in the event that said party 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 _____ DOLLARS, according to the terms of six certain written obligation for the payment of said sum of money, executed on the 4 day of Sept. 1930, and by their 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 party 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 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 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 thereon; 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 party of the second part 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 party of the first part has hereunto set her hand and seal the day and year last above written.

Mary A. Martin (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.
BE IT REMEMBERED, That on this 4th day of Sept. A. D. 1930, before me, a Notary Public in the aforesaid County and State, came Mary A. Martin a widow 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 15 day of May 1931
W. M. Clark 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 22 day of May 1931
Baldwin State Bank
10720 North West Street
Mortgagee. Owner.

This Release was written and the original Mortgage was entered this 23 day of May 1931 at _____
W. M. Clark
Notary Public