

## MORTGAGE

Reg. No. 491  
 Fee Paid \$3.35

THIS INDENTURE, Made this 24th day of January, in the year of our Lord, one thousand nine hundred and Thirty between Clyde E. Bond, Josephine Bond, his wife, Thomas A. Bond and Iva Marie Bond, his wife, of Ottawa in the County of Franklin and State of Kansas parties of the first part, and The Kansas Loan Company, a corporation under the laws of Kansas, located at Ottawa, Franklin County, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$500. Five Hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and state of Kansas described as follows, to-wit: All of the Northwest Quarter (4) of Section Twenty-three (23), Township Fourteen (14), Range Eighteen (18) East of the 6th P. M. excepting 30 acres lying in the Northwest corner of said Quarter Section, said 30 acres lying North and West of a certain County Road and being the same 30 acres which was conveyed by William Smith and wife to William Filpel by deed dated January 8th 1871, recorded in office of Register of Deeds of said County in Book 4, page 49, and further excepting from the remaining 130 acres of above described Quarter the 105 acres of land more or less, conveyed by said William Smith and wife to Mary S. Ford by deed dated March 16, 1894 and recorded in said office in Book 60 on page 15, said 105 acres being described as follows: Beginning at a point where the county road established by Board of County Commissioners of Douglas County, July 3rd 1897 intersects the North line of said Section 23, thence East along said North line to East line of said Quarter Section, thence South along East line to South line of said Quarter Section, thence West along said South line to the bluff stone fence, thence Northwesterly along said bluff fence to said County road, thence along said County Road to point of beginning, 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 premises above granted, and and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, -----First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum not less than \$----- Dollars each, and shall deliver all policies of Insurance written on buildings to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$500.00 Five Hundred Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part, and payable to the order of said second party, with interest thereon according to the tenor thereof, payable semi-annually, according to the terms of six interest notes attached, and all of said notes bearing ten per cent, interest after due----- both principal and interest being payable in lawful money of the United States of America, at the office of The Kansas Loan Company, in Ottawa, Kansas.

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable or if the insurance is not kept up thereon as provided herein or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for said party of the second part, its successors and assigns, at any time thereafter to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, 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, all insurance premiums and taxes paid by the holder of the mortgage also, fees for all abstract work deemed necessary by the mortgagee or holder of this mortgage, together with the costs and charges of making such sale, all said taxes, insurance premiums, abstract fees so paid, shall draw interest at the rate of ten per cent per annum from the date of their payment, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year last above written.

Witnesses:  
 Homer Fisher

Clyde E. Bond  
 Thomas Alva Bond  
 Josephine Bond  
 Iva Marie Bond

STATE OF KANSAS,  
 FRANKLIN COUNTY, ss.

BE IT REMEMBERED, That on this 3rd day of February A. D. 1930 before me a Notary Public in and for said County and State, came Clyde E. Bond, Josephine Bond his wife, Thomas A. Bond and Iva Marie Bond, his wife to me personally known to be the same persons 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.

Legal Seal

My commission expires June 7th 1930.

W. H. Mohrman Notary Public

Recorded March 17, 1930 A. D. at 8:20 A. M.

*Elmer E. Armstrong* Register of Deeds

THIS MORTGAGE  
 WAS WRITTEN  
 AT THE ORIGINAL  
 MORTGAGE  
 OFFICE  
 OF FRANKLIN  
 COUNTY,  
 KANSAS  
 ON MARCH 17, 1930  
 AT 8:20 A. M.

The Within Mortgage having been paid in full, it is hereby released on this original instrument, this 7th day of March 1930. The Kansas Loan Company  
 W. W. Briggs  
 Secretary

FRONT