Rec. No. 758
Fee Paid 12.76

For Assignment see Book 85, Page 65

MORTGAGE

THIS INDENTURE, Made this thirty-first day of March in the year of our Lord nineteen hundred and thirty between A. P. Hults and Cecile A. Hults husband and wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and The Liberty Life Insurance Company of Topeka, Kansas, of the second part,

WITNESSETH, That the parties of the first part, in consideration of the sum of $7500 Seven Thousand Five Hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part its successors, heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to-wit: Beginning at the South West corner of Section No. Twelve (12) Township No. Thirteen (13) Range No. Nineteen (19); Thence North Fifty (50) rods; thence East Ninety six (96) Rods; thence South Fifty (50) rods thence West Ninetey six (96) rods to the place of beginning and being thirty (30) acres of land, 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 owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will Warrent and Defend the the same against the lawful claims of all persons.

THIS GRANT is intended as a Mortgage to secure the Payment of the Sum of $7500 Seven Thousand Five Hundred Dollars, and interest thereon according to the terms of a certain mortgage note with interest notes attached, thereto; this day and executed by the said parties of the first part payable to The Liberty Life Insurance Co., or order, at the office of The Liberty Life Insurance Co. Topeka, Kansas, with interest payable semi-annually on the first day of April and October in each year. The parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings on said property insured for $7000. in some approved Insurance Company, payable; in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

NOW, If such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum of any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or its assigns, interest at the rate of ten per cent per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent, per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten per cent, per annum, in any suit for foreclosure of this mortgage; and it shall be lawful for the parties of the second part its executors, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, Appraisement Waived or note at the option of the part of the second part, and out of the moneys arising from such sale to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at ten per cent, per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxes as other costs in the suit.

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

A. P. Hults (Seal)
Cecile A. Hults (Seal)

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 7th day of April A. D. 1930 appeared before me, a Notary Public in and for said County and State A. P. Hults and Cecile A. Hults husband and wife to me personally known to be the same persons who executed the foregoing mortgage, and duly acknowledge the execution thereof.

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 April 25, 1931 W. A. Schaal Notary Public

Recorded April 24, 1930 A. D. 9:30 A. M. Elvin E. Armstrong Register of Deeds

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The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As Witness My Hand, This 4th day of October, 1944

(Corp. Seal) Business Men's Assurance Company of America
by M. C. McKay, Assistant Sec.

This release was written on the original mortgage entered this 6 day of Oct 1944
Harold T. Beck
Reg. of Deeds
Deputy