

Rec. No. 744
 Fee Paid 4.50

MORTGAGE

THIS INDENTURE, Made this 9th day of June in the year of our Lord one thousand nine hundred and Thirty between Ruth Clark Jones and Husband Charles H. Jones of Marion in the County of Franklin and State of Kansas parties of the first part, and The Kansas State Bank, Ottawa, Kansas party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1800.00 Eighteen Hundred and no/100 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 part its successors heirs and assigns, forever, all that tract or parcel of land situated in the County part of Douglas and State of Kansas, described as follows, to-wit: The North-West Quarter (NW $\frac{1}{4}$) of South East Quarter (SE $\frac{1}{4}$) of Section Fourteen (14) Township Fifteen (15) Range Eighteen (18) containing Forty (40) Acres more or less. Also the North-East Quarter (NE $\frac{1}{4}$) of the South East Quarter (SE $\frac{1}{4}$) of Section Fourteen (14) Township Fifteen (15) Range Eighteen (18) Containing Forty (40) Acres More or less, 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 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 part, or assigns, in the sum of not less than \$----- Dollars each and shall deliver the policies 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 Seven 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 \$1800.00 Eighteen Hundred and no/100 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 on the demand to the order of said second party. Parties of First part have the right to pay at any time.

And this conveyance shall be void if such payment be made as is 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 the said party of the second part its successors executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements 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, together with the costs and charges of making such sale and the overplus, if any there be, shall be paid by the parties 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 hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Ruth Clark Jones (Seal)
 Charles H. Jones (Seal)

STATE OF KANSAS,
 FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 9th day of June A. D. 1930 before me, a Notary Public in and for said County and State came Ruth Clark Jones and Husband, Charles H. Jones 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.

Legal Seal

Commission expires June 12th 1933.

Edward Howler Notary Public

Recorded June 10, 1930 A. D. at 8:15 A. M.

Oliver E. Armstrong Register of Deeds

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by A. E. Owen and May A. Owen dated the 30th day of June A. D. 1928, which is recorded in Book 63 of Mortgages, page 623, or the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 18th day of June A. D. 1930.

C. S. Jones by G. W. Jones her atty in fact.

G. W. Jones

STATE OF KANSAS,
 DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 18th day of June A. D. 1930 before me Geo. W. Kuhne a Notary Public in and for said County and State, came C. S. Jones by her atty in fact G. W. Jones and G. W. Jones her husband to me personally known to be the same person who executed the foregoing instrument of writing 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 Jan. 25, 1934

Geo. W. Kuhne Notary Public

Recorded June 18, 1930 A. D. at 11:25 A. M.

Oliver E. Armstrong Register of Deeds

The following is returned of the original instrument.
 The Within-Subsisting being paid in full, it is hereby released as the original instrument. This 10th day of June 1934
 Registered
 The Kansas State Bank, Ottawa, Kans.
 C. E. Armstrong

Received Oct. 26, 1934
 C. E. Armstrong
 Register of Deeds