

and duly acknowledged the execution of the same as their voluntary act and deed.
IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

My commission expires on the 7th day of June, 1934.

(SEAL)

W. H. MOREMAN
Notary Public

Recorded January 3, A. D. 1931 at 2:40 P. M. *Edw. E. Cunningham* Register of Deeds

MORTGAGE

Reg. No. 1142
Fee Paid \$ 5.00

THIS INDENTURE, Made this 30th day of December, in the year of our Lord, one thousand nine hundred and Thirty between John C. Wert and Della I. Wert, his wife, of Agricola in the County of Coffey and State of Kansas parties of the first part, and The Ottawa Mortgage 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 \$1200.00 Twelve 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 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: The West forty (40) feet of Lot One Hundred Twenty-three (123) and the East ten (10) feet of Lot One Hundred Twenty-five (125) on Indiana Street of Baldwin City, Kansas.

Also, beginning at a stake at the southeast corner of Susan M. Drake Lot on College street Media, County of Douglas, State of Kansas, situated in the northwest quarter (¼) of the northwest quarter (¼) of the southwest quarter (¼) of Section Four (4), Township Fifteen (15) Range Twenty (20) thence North one hundred thirty (130) feet, thence East one hundred sixty-four (164) feet, thence southwest to College Street, thence West thirty (30) feet, to place of beginning, now a part of Baldwin City, Kansas, 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 party, or assigns, in the sum not less than \$2100.00 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 \$1200.00 Twelve 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 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 \$100.00 due and payable Dec. 30, 1931; \$50.00 due and payable June 30, 1932; \$50.00 due and payable Dec. 30, 1932; \$50.00 due and payable June 30, 1933, and balance \$950.00 due Dec. 30, 1933. Failure to make either payment matures entire loan at option of the holder, both principal and interest being payable in lawful money of the United States of America, at the office of The Ottawa Mortgage 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 therebe, 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.

John C. Wert (Seal)
Della I. Wert (Seal)

STATE OF KANSAS,
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 5th day of January A. D. 1931 before me, a Notary Public in and for said County and State, came John C. Wert and Della I. Wert, 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 Nov. 29, 1933.

Grace M. Drum Notary Public

Recorded Jan. 6, 1931 A. D. at 10:35 A. M.

Edw. E. Cunningham Register of Deeds
