

MORTGAGE

Reg. No. 1333
In full paid
Book 77 Page 620

In payment of \$700.00

This note has been described having been paid in full, this mortgage is hereby released and the debt thereby created discharged.
13 witnesses by J. W. Moore, J. W. Moore, Secretary of America
J. W. Moore, Secretary of America
(Opp Seal)

The original was written on the original mortgage
Date 3/21/1931
By J. W. Moore
Notary Public

Reg. No. 1334
Fee Paid 97.50

This Release was written on the original mortgage
Entered this 21st day of April 1931
J. W. Moore
Notary Public

THIS INDENTURE, Made this twentieth day of April in the year of our Lord nineteen hundred and thirty-one between Judith A. Moore, a widow, and J. W. Moore (being of lawful age of the County of Douglas, State of Kansas, of the first part, and The Liberty Life Insurance Company, of Topeka Kansas, of the second part,

WITNESSETH, That the part- of the first part, in consideration of the sum of \$700.00 Seven Hundred and 00/100 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 and assigns forever, the following tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to-wit: The West half of the West fractional half of the Southwest fractional quarter of Section twenty-eight, Township eleven (11), Range eighteen (18), containing thirty-three 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 incumbrances; that they have good right to sell and convey said premises, and that they will Warrant and Defend the same against the lawful claims of all persons.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \$700.00 Seven Hundred and 00/100 Dollars and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto; this day 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 May and November in each year. The parties of the first part agree that they will pay taxes and assessments upon said premises before they shall become delinquent and they will keep the buildings on said property insured for \$----- 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 or 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 party of the second part, its successors 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 not at the option of the party 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 taxed 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.

Judith A. Moore (Seal)
J. W. Moore (Seal)

STATE OF KANSAS,
COUNTY OF SHAWNEE, SS.

BE IT REMEMBERED, That on this 27th day of April A. D. 19-- appeared before me a Notary Public in and for said County and State, Judith A. Moore, a widow, and J. W. Moore to me personally known to be the same person who executed the foregoing mortgage and duly acknowledged 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 Mar. 9, 1935

Juanita Cairns Notary Public

Recorded April 28, A. D. 1931 at 8:30 A. M.

Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 21st day of April in the year of our Lord nineteen hundred thirty one between T. E. Foster and Mrs. T. E. Foster, his wife, of Hutchinson in the County of Reno and State of Kansas, of the first part, and The Citizens Bank a banking corporation with its principal place of business at Hutchinson, Kansas of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreements and advancements hereinafter specified 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 situate in the County of Douglas and State of Kansas, described as follows, to-wit: Beginning eleven and three one hundredths chains south of the north west corner of the southwest quarter thence east nine and six one hundredths chains, thence north eleven and three one hundredths chains, thence east nine and six one hundredths chains, thence south twenty four and twenty four one hundredths chains, west eighteen and twelve one hundredths chains, thence north thirteen and twenty one hundredths chains, less blocks sixty nine and seventy six Baldwin, Kansas. Section Thirty four, township 14, range 20, also Block sixty nine and seventy six in Baldwin City, Kansas, Containing forty acres in said County and City. with all the appurtenances, and all the estate, title and interest of the part-of the first part therein.