

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64104

MORTGAGE

THIS INDENTURE, made this 1st day of March, in the year of our Lord, one thousand nine hundred and thirty two between Daniel W. Terry, a widower, Mabel Beaver and L. E. Beaver her husband Elsie Bennett and Geo. D. Bennett her husband Gladys Bring and Eugene Bring her husband, Frank W. Terry and Vanneta Terry his wife, Ruth Terry, a widow and Geo. L. Terry and James W. Terry minor children of Ruth Terry of the County of _____ and State of _____ parties of the first part, and The Baldwin State Bank party of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South One hundred (100) Acres of the South West Quarter of Section Twenty Seven (27) Township Fourteen (14) Range Twenty (20)

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, and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss if any, made payable to the party of the second part to the extent of its interest. And in the event that said parties of the first part shall fail to then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of March 1932, and by its terms made payable to the party of the second part, with all interest thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; 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 incident thereto, and the overplus, if any there be, shall be paid by the party of the second part, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Gladys Bring (SEAL)

Eugene Bring (SEAL)

Frank W. Terry (SEAL)

Vanneta Terry (SEAL)

George L. Terry and James W. Terry by Ruth Terry (SEAL)

Ruth Terry (SEAL)

Their Mother & Natural Gdn.

Daniel W. Terry (SEAL)

Mabel Beaver (SEAL)

L. E. Beaver (SEAL)

Elsie Bennett (SEAL)

Geo. D. Bennett (SEAL)

STATE OF KANSAS,)
FRANKLIN COUNTY,) SS.

BE IT REMEMBERED, That on this 25th day of May A. D., 1932, before me, a Notary Public in and for said County and State, came Mrs. Mabel Beaver and L. E. Beaver, her husband 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
Commission Expires 3/18/33

H. H. Hayes
Notary Public

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS.

Be it known that on the 4 day of April, 1932, before the undersigned, in and for said County,

Ex. No. 1155
In Part 252

This Release
was written
on the original
Mortgage &
a entered
the 25th day
of May 1932
at _____
Mo. 25

Heath C. Cook
Reg. of Deeds
Frank W. Nelson
Clerk