

MALL BODENWORTH STATIONARY CO KANSAS CITY MO 64104

MORTGAGE

THIS INSTRUMENT, Made this 1st day of March in the year of our Lord one thousand nine hundred and thirty three, between Granville Sears Bosworth and Susie Bosworth, husband and wife of Wellsville, in the County of Franklin and State of Kansas parties of the first part, and Elizabeth Cox part of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$3,250.00 have sold, and by these presents do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part her heirs 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:

A part of the north sixty acres of the Southeast Quarter of Section Thirty Five (35), Township Twelve (12), Range Nineteen (19), described as commencing at a point on the south boundary of said 60 acres, 100 rod west of the southeast corner of said 60 acres, thence North 32 rods, thence East parallel with the said south boundary, 100 rod to the Eastern Boundary of said 60 acres, thence North along said Eastern boundary, 17 1/3 rods, thence west parallel with the north boundary of said 60 acres, 60 rods, thence north 10 2/3 rods to said north boundary, thence along said north boundary 100 rods to the north-west corner of said 60 acres, thence south along the west boundary of said 60 acres, 60 rods to the southeast corner thereof, thence east 60 rods to the place of beginning, in Douglas County, Kansas, containing 30 acres more or less

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. 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 whatsoever. 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 of not less than \$ Thirty Two Hundred Fifty & No/100 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 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 \$3,250.00 Thirty Two Hundred Fifty & No/100 DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said party of the first part, and payable on the 1st day of March 1938, to the order of said second party her heirs or assigns with interest at the rate of five percent per annum, payable annually with privilege of paying Five Hundred (\$500.00) or any multiple at any interest payment date. 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 her executors, administrators 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, together with the costs and charges of making such sale, and the surplus, if any there be, 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 first above written.

Signed, Sealed and Delivered in the presence of

Granville Sears Bosworth (Seal)
Susie Bosworth (Seal)

State of Kansas.)
SS.
Franklin County,)

BE IT REMEMBERED, That on this 1st day of March A. D., 1933, before me, a notary public in and for said County and State, one Granville Sears Bosworth and Susie Bosworth, his wife 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 Aug. 21, 1934

W. V. Rees
Notary Public

Recorded March 22nd, A. D. 1933 at 8:30 A. M.

Elmer C. Armstrong - Register of Deeds

AGREEMENT

Whereas we, the undersigned, Grace Elkin, M. L. Colman, Lee Colman, Willis E. Colman and Aileen Bless, have a lien upon

The Southeast quarter of section 24, township 12, range 18, Douglas County, Kansas,
by reason of a certain contract dated the 17th day of Nov. 1931 and recorded the 31st day of December,