

Receiving No. 5894

MORTGAGE RECORD 80

Reg. No. 1434

Fee Paid, \$ 13.75

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of April A. D. 1938, at 1:30 o'clock P. M.

By *Nard A. Beck* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 19 day of April hundred and thirty-eight between George L. Davis and Ruth J. Davis, his wife,

of in the County of Johnson parties of the first part, and Myrnicie C. Morgan and State of Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand Five Hundred and no/100 which is hereby acknowledged, ha themold, 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 North Half of the Southwest Quarter of the Northwest Quarter, Section 10, Township 15, Range 20, containing 20 acres more or less, less, however, approximately one acre conveyed to Baldwin City, Kansas, a Municipal corporation; also

The South Half of the Northeast Quarter of Section 9, less 10 acres off the North end of the West Half thereof, all in Township 15 South of Range 20 East of the 6th P.M.

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 therein.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes, assessments that may be levied or assessed against said real estate when the same become 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 part 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of her interest. And in the event that said part 2nd of the first part shall fail to pay such taxes when the same become due and payable, or keep said premises insured as herein provided, then the part 2nd 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 said party repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Five Thousand Five Hundred and no/100

according to the terms of certain written obligation for the payment of said sum of money, executed on the 19 day of 1938.

And by its terms made payable to the part 2nd of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 2nd of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in this indenture.

And this mortgage shall be void if such payment 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 mortgage 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 part 2nd of the second part to take possession of the said premises and all the improvements shown 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 provided 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 surplus, if any then be, shall be paid by the part 2nd of the second part, making such sale, on demand, to the first part 1st of the first part.

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 part 1st of the first part ha. va. hereunto set their hand and seal S the day and year last above written.

George L. Davis (SEAL)

Ruth J. Davis (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BEIT REMEMBERED, That on this 19 day of April A. D. 1938, before me, a Notary Public in the aforesaid County and State, came

George L. Davis and Ruth J. Davis, his wife, to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL)

IN WITNESS WHEREOF, I have herunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 5 day of July 1941.

C. C. Stenart Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 25 day of August 1941.

Myrnicie C. Morgan Mortgagee.

Owner.

This release was setting on the original mortgage entered the 13 day of August 1941.

Nard A. Beck Reg. of Deeds.