

## MORTGAGE RECORD 83

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(SEAL) My Commission expires Sept. 17, 1941.

E. B. Martin  
Notary Public.

Recorded December 5, 1938 at 4:40 P.M.

*J. M. A. Beck* Register of Deeds.

Receiving No. 7014 <

Reg. No. 1707  
Fee Paid \$ 3.75

## M O R T G A G E

THIS INDENTURE, Made this 24th. day of April in the year of our Lord one thousand nine hundred thirty seven, by and between J.B. Cook and Minnie Cook, his wife of the County of Douglas and State of Kansas, parties of the first part and The Baldwin State Bank of Baldwin City Kansas party of the second part, WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Fifteen hundred -- DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to its successors and assigns, forever, all of the following-described tract, piece, or parcel of land, lying and situate in Douglas County of Kansas and State of Kansas, to wit:

Two (2) acres of land located on the east half of the southwest quarter (SE $\frac{1}{4}$ ) of section thirty five (35) township fourteen (14) range nineteen (19); beginning at the west boundary line of the right of way of U.S. Highway 73W, now U.S. 59, at a point 558 feet north of the intersection of said highway with U.S. 50N; thence west 247.68 feet; thence south 470.29 feet to the north boundary of the right of way on a curve joining said highways; thence following said boundary of right of way on a curve in a north easterly direction to the point of beginning, except a tract conveyed to the State of Kansas by a Highway deed recorded in book 132 at page 259 conveying .16 acre described as follows, beginning at a point 1092.1 feet east of and 226.2 feet north of SW corner of SE $\frac{1}{4}$  of said section, thence east 115 feet more or less, to westerly line of right of way of highway 50, thence southwesterly along said right of way 170 feet more or less, thence north 111.5 feet more or less to point of beginning

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. 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 in the quiet and peaceable possession of said party of the second part its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions to wit:

First. Said J.B. Cook is justly indebted unto the said party of the second part in the principal sum of fifteen hundred Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said ..... and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered....., executed and delivered by the said J.B. Cook bearing date April 24th. 1937, and payable to the order of the said Baldwin State Bank ..... years after date, at.....with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the 24th days of April and October in each year, and 10 per cent. per annum after maturity, the installments of interest being further evidenced by.....coupons attached to.....said principal note, and of even date therewith, and payable to the order of said ..... at.....

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without, notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premium or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents issues and profits thereof.

Third. Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and obtain from the commission of waste on said premises until the note hereby secured.....fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of fifteen hundred Dollars; less, if any, payable to the mortgagee or its assigns. And it is further agreed that every such policy of insurance shall be held by the part.....of the second part, or the legal holder or holders of said note, as collateral or additional security, for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said part.....of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agree that if the maker of said note shall fail to pay or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas.

*with name does hereby acknowledge full payment of the foregoing mortgage secured, and authorizes the Register of Deeds of Douglas County, Kansas, to cancel the same on this the 21 day of March, A.D. 1944.*  
Baldwin State Bank  
By J. C. Wolf, Cashier  
(Corp. Seal)  
J. M. A. Beck  
Reg. of Deeds