

MORTGAGE RECORD 84

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of

Daisy Ellen Gilges Horrell Brockway and J. G. Brockway, her husband,

September A. D. 1941, at 10:20 o'clock A. M.

Julius Marks

By

Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 2nd day of September, in the year of our Lord, one thousand nine hundred and forty-one between
Daisy Ellen Gilges Horrell Brockway and J. G. Brockway, her husband,

of Baldwin in the County of Douglas and State of Kansas
parties of the first part, and Julius Marks

part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven Hundred Sixty-six and 50/100ths (\$766.50) ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have granted, Bargain, Sell and Mortgage to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

East Sixty (60) acres of the North Seventy (70) acres of the Northwest Quarter (NW¹/₄) lying West of the Atchison, Topeka & Santa Fe Railway Company right of way, and that part of the Northwest Quarter (NW¹/₄) East of the said right of way, all in Section Four (4), Township Fifteen (15) South, Range Twenty (20) East of the 6th P.M., less tracts deeded to the State of Kansas for highway purposes and less tract deeded to the Atchison, Topeka & Santa Fe Railway Company.

All that part of the north seventy (70) acres of the Northwest Quarter (NW¹/₄), lying East of railroad in Section Four (4) Township Fifteen (15), Range Twenty (20) containing one (1) acre, more or less, said land lying North of a parallel line running East and West on Baker Street, Baldwin City, Kansas.

Also; the West 25 feet of Lot 87 on Ames Street and the West 25 feet of Lot 173 on Baker Street, also, the West 22 feet of the East 72 feet of Lot 173 on Baker Street, and the West 22 feet of the East 76 feet of Lot 87 Ames Street all in Baldwin City, Kansas.

Also that part of Twelfth Street vacated lying West of the North West Block of the City of Baldwin, Kansas, between Ames and Baker Street of Baldwin City, Kansas.

Lots Eighty-six (86) and Eighty-seven (87) on Ames Street, less the West Forty-seven (47) feet of Lot Eighty-seven (87), and

Lots One Hundred Seventy-one (171) and One Hundred Seventy Three (173) on Baker Street less the West Forty-seven (47) feet of Lot One Hundred Seventy-three (173) all in Baldwin City, Douglas County, Kansas.

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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of his interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part Y 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 Seven Hundred Sixty-six and 50/100ths (\$766.50) ----- DOLLARS,

according to the terms of 020 certain written obligation, for the payment of said sum of money, executed on the 2nd day of September 1941 and by its terms made payable to the part Y 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 Y 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 parties of the first part shall fail to pay the same as provided in this indenture.

And this covenant 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 covenant 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 Y 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 amounts 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 making such sale, 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 hand and seals the day and year last above written.

Daisy Ellen Gilges Horrell Brockway (SEAL)

J. G. Brockway (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }
County of DOUGLAS } ss.

BE IT REMEMBERED, That on this 2nd day of September A. D. 1941, before me, a Notary Public in the aforesaid County and State, came Daisy Ellen Gilges Horrell Brockway and J. G. Brockway, her husband,

to me personally known to be the same person(s) 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.

(SEAL) My commission expires on the 29th day of October 1944.

Forrest A. Jackson
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 13th day of November, 1950.

F. D. Walters

Mortgagee. Owner.

This release was written on the original mortgage entered this 14th day of November 1941.

Harold A. Beck
Reg. of Deeds
Deputy