

MORTGAGE RECORD 85

Rep. No. 2449 <
Fee Paid \$7.25

Receiving No. 10932 <

MORTGAGE

THIS INDENTURE, Made this 1st day of October in the year of our Lord one thousand nine hundred and forty, between R.H. Waters and Collette M. Waters, husband and wife of Fayetteville, in the County of Washington and State of Arkansas parties of the first part, and The Wellsville Bank party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$2,900.00 Twenty Nine Hundred & No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part its 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:

North-east Quarter of Section Six (6), Township Fifteen (15), Range Twenty One (21),

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 (\$2,000.00) Two Thousand & 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 \$2,900.00 Twenty Nine Hundred & No/100 DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 1st day of October 1945, to the order of said second party its heirs or assigns, with interest at the rate of four percent per annum. 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 its 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 overplus, 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.

R. H. Waters
Collette M. Waters

STATE OF Arkansas,) SS.
Washington County,)

BE IT REMEMBERED, That on this ___ day of October A.D. 1940, before me, a notary public in and for said County and State, came R. H. Waters and Collette M. Waters, husband and wife 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.

Burnell
Notary Public.

(SEAL) Commission expires Oct 31 1942

Recorded October 7, 1940 at 11:50 A.M.

Harold A. Reed Register of Deeds

Receiving No. 10936 <

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS Douglas County: SS.

KNOW ALL MEN BY THESE PRESENTS, That The Baldwin State Bank of the County and State aforesaid, do hereby certify, that a certain Indenture of Mortgage dated, Mar 23 - 1938, made and executed by Myra E Taylor and Hewitt Taylor of the first part, to The Baldwin State Bank of the second part and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 83 of Mtrs page 349, on the 4 day of April, A.D. 1938 is as to

the North half of Lots 46 and 49 on Ames Street, Baldwin City in Douglas County, Kansas,

FULLY PAID, SATISFIED, RELEASED, DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness our hand this 26 day of Sept A.D. 1940

(CORP. SEAL)

The Baldwin State Bank
W M Clark Vice Prest

STATE OF KANSAS, Douglas County, SS:

BE IT REMEMBERED, That on this 26 day of Sept A.D. 1940 before me, the undersigned, a Notary Public in and for the County and State aforesaid came W M Clark Vice Prest of the Baldwin State Bank who is personally known to me to be the same person who executed the foregoing release and such person duly acknowledged the execution of the same.

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

(SEAL) Term Expires 9 - 4 - 1944

C B Rutell
Notary Public Douglas County, Kansas.

Recorded October 8, 1940 at 9:10 A.M.

Harold A. Reed Register of Deeds

This Release
was
entered
in the
original
Mortgage
file
on
Oct
10
1940
at
11:50
A.M.
Harold A. Reed
Register of Deeds

The Within Mortgage having been paid in full it is hereby released
on this the original instrument this 3rd day of September 1942.
The Wellsville Bank
By C. W. Rutell Vice Pres.
Attest: H. E. Rogers
(Cory. Seal)