

Receiving No. 27694

## MORTGAGE RECORD 89

Reg. No. 4790

Fee Paid \$4.50

THIS INDENTURE, Made this Sixth day of April in the year of our Lord one thousand nine hundred Forty-six between John R. Stevenson and Myrna M. Stevenson, his wife in the County of Douglas and State of Kansas, of the first part, and The Bank of Tescott, Tescott, Kansas, a banking corporation of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand, Eight Hundred and 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 successors 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:

Lot Humbered Ninety One (91), on High Street, Baldwin City, Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And as additional and collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the undersigned hereby transfers, sets over and conveys to the mortgagee, all rents, royalties, bonuses, delay moneys or other income that may from time to time become due and payable under any oil, gas, mineral or other lease/s of any kind now existing or that may hereafter be executed or come into existence, covering the land described herein, or any portion thereof, with authority to collect the same, and the undersigned hereby, agrees to execute, acknowledge and deliver to the mortgagee, its successors or assigns, such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals or other income, which rights are to be exercised by said mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and the note/s thereby secured; this assignment to terminate and become void upon the payment and release of this said mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall thereupon become due and payable. 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 in eritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of One Thousand, Eight Hundred and no/100 - - - DOLLARS according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part, said note being given for the sum of One Thousand, Eight Hundred and no/100 - - - DOLLARS dated April 6, 1946 due and payable in 60 monthly payments with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment be made as in said note, and as is herein specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of One Thousand, Eight Hundred and no/100 - - - DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law-appraisement hereby waived or not, at the option of the party of the second part, its successors or assigns and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the cost and charges of making such sale, and the overplus, if any there be shall be paid by the party making such a sale, on demand, to the said parties of the first part, their heirs or assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John R. Stevenson  
Myrna M. Stevenson

State of Kansas County, ss.

BE IT REMEMBERED, That on this Sixth day of April A. D. 1946, before me, the undersigned, A Notary Public in and for the County and State aforesaid, came John R. Stevenson and Myrna M. Stevenson, his wife to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day and year last above written.

(SEAL) My Commission expires 2-6-49

H. J. Berkley

Recorded April 16, 1946 at 10:55 A.M.

Harold A. Beck Register of Deeds

Receiving No. 27745

SATISFACTION OF MORTGAGE

Know all Men by these Presents, That in consideration of full payment of the debt secured by a mortgage by A. W. Patterson and Louella Patterson, his wife, to Harry A. Ruckett, on the West 150 feet of the North 60 feet of the South west one quarter of Block 3 of Earl's Addition to the city of Lawrence, which said mortgage was unrecorded but dated the 6th day of April, A.D. 1945, which is recorded in Book of Mortgages, page of the records County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 10th day of April A.D. 1946.

Harry A. Ruckett

STATE OF KANSAS)  
DOUGLAS COUNTY )ss.

Be it Remembered, That on this 10th day of April A.D. 1946 before me C. B. Hosford a Notary Public in and for said County and State, came Harry A. Ruckett to me personally known to be the same person who executed the foregoing instrument of writing, 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 June 26, 1947

C. B. Hosford  
Notary Public

Recorded April 18, 1946 at 11:00 A.M.

Harold A. Beck Register of deeds

3/23/46  
This release was written on the original mortgage  
entered  
of the  
1945  
this 25-1946  
Duly  
Notary Public  
H. J. Berkley  
3/23/46  
This release was written on the original mortgage  
entered  
of the  
1945  
this 25-1946  
Duly  
Notary Public  
H. J. Berkley