

33702

BOOK 97

LOAN NO. 2998-S

REAL ESTATE MORTGAGE

This Indenture, Made this 15th day of September, A.D. 1947
between Albert F. Miller and Irene M. Miller, husband and wife,
Baldwin City, Kansas of Douglas County, in the
State of Kansas, of the first part, and THE HOME SAVINGS AND LOAN ASSOCIATION, OF OTTAWA,
KANSAS, of the second part:

WITNESSETH: That said parties of the first part in consideration of the sum of
Fifteen Hundred and no/100 DOLLARS, the receipt
of which is hereby acknowledged, do by these presents MORTGAGE and WARRANT unto the said party of
the second part, its successors and assigns, all the following described real estate, to-wit:
The South One-half (1/2) of Lot One (1), all of Lots two (2), three (3),
four (4) and five (5), Survey Eleven Hundred Ninety Eight (1198),
Replat of part of Baldwin City, Douglas County, Kansas.

To Have and to Hold the Same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED ALWAYS; and these presents are upon this express condition, that whereas said parties of the first part have executed and delivered their certain promissory note of even date, in writing to said party of the second part, by which they agree to pay One year after date, the sum of Fifteen Hundred and no/100 Dollars with interest thereon payable semi-annually, in accordance with the mortgage note of even date.

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money above mentioned, together with the interest thereon according to the terms and tenor of the same, then this instrument shall be wholly discharged and void, but otherwise shall remain in full force and effect. If said sum or sums of money, or any part thereof or any interest thereon be not paid when the same is due, or if the taxes and assessments which are or may be levied against said premises or any part thereof, are not paid when the same become due and payable or if the insurance premium for fire and tornado insurance policies necessary to protect said loan be not paid when due, then the whole of said sum or sums, and the interest thereon, shall become due and payable, and said party of the second part shall be entitled to immediately foreclose this mortgage, according to law, and make sale of said premises and collect all of said sums of money and indebtedness.

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

STATE OF KANSAS

Franklin County, S.S.

BE IT REMEMBERED, That on this 20th day of September, A.D. 1947, before me, a Notary Public, in and for said County and State, came Albert F. Miller and Irene M. Miller, his wife,

to me personally known to be the same person 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.

Commission expires

Jan 26

1950

Notary Public

Recorded October 9, 1947 at 11:05 A.M.

Notary Public
Hansel A. Beck, Register of Deeds.
The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record. The said Albert F. Miller and Irene M. Miller, by their duly authorized Treasurer
(Corp. Seal) Ottawa, Kansas October 6, 1947