

MORTGAGE

34265

No. 72 BOOK 93

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THIS INDENTURE Made this 19th day of August in the year of our Lord one thousand nine hundred and ~~forty~~ forty-seven, between Maurice E. Cook and Esther E. Cook, husband and wife

of Ottawa in the County of Franklin and State of Kansas
Part 1st of the first part, and J. F. Cunningham or Nellie J. Cunningham

part 1st of the second part:

WITNESSETH. That the said part 1st of the first part, in consideration of the sum of \$ 3,000.00 Three thousand and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BAR GAIN, SELL and MORTGAGE to the said part 1st of the second part their 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:

The North sixty (60) acres of the West one hundred twenty (120) acres of the Northwest quarter (N.W.) of Section Fourteen (14) Township Fifteen (15), Range Twenty (20) in Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part 1st 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances

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 \$ Fifteen hundred and 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 receive 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 \$ 3,000.00 Three thousand and no/100 ----- DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said part 1st of the first part, and payable on the 19th day of August 19 52, to the order of said second party.

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 part 1st of the second part their 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 part 1st making such sale, on demand, to the said first part 1st or their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Maurice E. Cook (Seal)
Esther E. Cook (Seal)

STATE OF KANSAS.
FRANKLIN County, } SS.

BE IT REMEMBERED, That on this 19th day of August A. D., 1947, before me, a Notary Public in and for said County and State, came

Maurice E. Cook and Esther E. Cook, husband and wife

to me personally known to be the same person as 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 March 20 19 51

Harold A. Beck
Notary Public

Recorded December 21, 1947 at 1:40 P.M.

Register of Deeds

THE STATE OF KANSAS having been paid in full, it is hereby released on this 1st day of January, 1948, to the said Maurice E. Cook and Esther E. Cook.