

MORTGAGE

37528 BOOK 95

KANSAS

THIS MORTGAGE, Made this 10 day of March A. D. 1949, between

Claud R. Jordon and Elva I. Jordon, his wife

of Douglas County and State of Kansas, party of the first part, and
The Farmers Bank of Gardner, Kansas, a corporation, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of

Fifteen Hundred and no/100 ----- Dollars,

in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm to the said party of the second part, its successors and assigns, all the following described real estate and premises, situated in Douglas County, and State of Kansas, to wit:

The Southwest Quarter of the
Southwest Quarter of
Section 29, Township 14S,
Range 21E, Douglas County,
containing 40 acres, more or less

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of \$ 1500.00 with interest thereon according to the terms of one certain Real Estate First Mortgage ~~Conveyance~~ Note, made and delivered by said party of the first part, dated March 10, 1949, and payable to the order of said party of the second part as per terms in said note, with interest at the rate of six per centum per annum, payable semi-annually, at its office in Gardner, Kansas.

Said party of the first part agrees to pay all taxes and assessments levied on said premises, and the interest represented by this mortgage lien, and the debt secured thereby, promptly when due, and all sums necessary to protect the title and possession of said premises, and to keep the buildings on said premises insured against damage by fire in some company acceptable to said second party, for not less than \$ 1500.00, with loss, if any, payable to the mortgagee, as its interest may appear, and on the failure of the party of the first part to perform any of these agreements, the mortgagee, its successors and assigns may pay all such sums, and the amounts so paid shall be a lien on said premises collectible in the same manner as the indebtedness hereby secured, with interest at ten per centum per annum.

If default be made in the payment of any part of the indebtedness hereby secured, either principal or interest, as stipulated in said notes, or any of them, or if any of the foregoing agreements are not performed, then all the indebtedness hereby secured shall, without notice, at the option of the party of the second part, become due and payable, and shall draw interest at ten per centum per annum until fully paid, and said mortgage may be foreclosed, and the above described premises sold, without appraisalment, in the manner prescribed by law, to pay all sums due said mortgagee as above set forth, together with taxes, interest and costs.

The foregoing conditions being performed, this mortgage to be void, otherwise of full force and virtue.

IN WITNESS WHEREOF The party of the first part have hereunto set their hands the day and year first above written.

Claud R. Jordon
Elva I. Jordon

State of Kansas, Johnson County, ss.

BE IT REMEMBERED, That on this 10 day of March A. D. 1949, before me, the undersigned, a Notary Public in and for said County and State, came Claud R. Jordon and Elva I. Jordon, his wife

who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

H. C. J. Jordon
Notary Public

My commission expires May 1, 1951



Recorded on March 14, 1949 at 11:35 A. M.

Harold R. Beck Register of Deeds

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The Farmers Bank of Gardner, Kansas, the mortgagee within named, does hereby acknowledge the payment of the principal sum of \$1500.00 with interest thereon according to the terms of the Real Estate First Mortgage Note, made and delivered by said party of the first part, dated March 10, 1949, and payable to the order of said party of the second part as per terms in said note, with interest at the rate of six per centum per annum, payable semi-annually, at its office in Gardner, Kansas.