Reg. No. 6965
Fee Paid $9.25

38111 BOOK 95

REAL ESTATE MORTGAGE 357-2 Crane & Co., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas

This Indenture, Made this 1st day of July, in the year of our Lord one thousand nine hundred forty-nine between F. B. Hunt and Gertrude L. Hunt, husband and wife

in the County of Douglas and State of Kansas, of the first part, and

Mildred Hunt Riddle, Marion County, Kansas of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand Seven Hundred and Forty-nine and 44/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, her 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: Lots 59, 61, 63 and 65, High Street and Lots 52, 54, 56, 60 and 62, Grove Street, all in the City of Baldwin, Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance 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 three thousand seven hundred and forty-nine and 44/100 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 three thousand seven hundred and forty-nine and 44/100 DOLLARS, dated July 1, 1949, due and payable in two years from date hereof with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part 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 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 part 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 part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable, or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, executors and administrators 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 part of the second part, executors, administrators, 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part heirs or assigns, making such sale, on demand, to the said

IN TESTIMONY WHEREOF, The said part of the first part ha hereunto set hand and seal, the day and year first above written.

Signed and delivered in presence of

F. B. Hunt (Seal.)
Gertrude L. Hunt (Seal.)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 27 day of May A. D. 1949 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came F. B. Hunt and Gertrude L. Hunt husband and 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 Notary seal, on the day and year last above written.

(SEAL)

C. B. Horford
Notary Public

(My commission expires June 26 1949)

63607 2M 12 44

Satisfaction.

RECEIVED OF and 100 Dollars, in full satisfaction of the within Mortgage. the within-named mortgagor, the sum of Paid full sum

Witness: Angela Kay Tuxhorn

Mildred Hunt Riddle

Sept. 7, 1965

This release was written on the original mortgage entered this 13 day of September 1965

Janice Beem
Reg. of Deeds
By Lin Nevstyter
Deputy

Filed for record June 6, 1949 at 3:00 P.M.

Harold A. Beck Register of Deeds