137 NORTGAGE. From State of Kans. Douglas Co.ss John L. Dodder, et.d. This instrument was filed for record to the 4th day of Mar. A.D. 1924. 2 any At 1:35 P.K. To 19 Ettemion Liberty Life Ins. Co. Jear & Wellman Register of Deeds ł BY Coe Wellman Deputy ere è This Indenture, Knde this Twenty fifth day of February in the year of our Lord nine teen hundred and twenty four between John L. Dodder and Emma Dodder, husband and wife, (being of Lawful age) of the county of Douglas and State of Kansas, of the first part and The Liberty Life Insurance Com-À Beck 12 age) of the county of Douglas and State of Kansas, of the first part and The Liberty Life Insurance Com-pany, of Topeka, Kansas, of the second part. Witnesseth, That the parties of the first part, in consideration of the sourd of \$4500-- Four Thousand Five Hundred Dollars to them in hand paid the receipt whereof, is hereby acknowled and by these presents do grant, bargain soll and convey to the soid party of the second part its successors, heirs and assigns forever, the following tract or parcel of land situated in the county of Douglas State of Kansas, described as follows: to-wit: The Southwest quarter of Section no. seven (7), Township No. fifteen (15) Range no We 1 88 00 2° 5 sen (18) with the appurtenances and all the estate and interest of the said parties of Eighteen (18), with the appurtenances and all the estate and interest of the said parties of the first part therein. And the said parties of the first part do hereby tovenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefesible estate of inheritance therein, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will Warrant and Defend the same against the lawful claims of all Seale cult ma 1 persons. This grant is intended as a mortgage to secure the payment of the sum of \$4500-----Four Thousand Five Hundred Dollars and interest thereon, according to the terms of a certain mortgage noise with interest notes attached thereto; this day executed by the said Parties of the first part payable to The Liberty Life Insurance Co. or order, at the first day of March and September in each year. The parties with unterest payable semi-annually on the first day of March and September in each year. The parties the first day of March and September in each year. The parties The mole hun 1942 of the first part agree that they will pay all taxes may of warch and September in each year. The parties become delinquent and they will keep the buildings on said property insured for \$2000 in some insert and they shall Company, payable in case of loss, to the mortgages or assigns, and deliver the policy to the mortgages here ŝ as collateral security thereto. Now if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first@ part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said targes or assessments as provided or if default be made in the agreement to insure, then this conveyance shall become absolute and the who of said principal and interest thereon shall immediately become due and payable at the option of the part of the second part and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due the said first parties agree to pay to said second party or its assigns, interest at the rate of ten per cent per annum, computed semi-annually on said principal note, from date thereof, to the time when the money shall be actually paid and any payment made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed the legal rate of ten per cent per annum but the party of the second part may may any unpaid taxe charged against said property or insure said property if default be made in keeping up, insufance, and may recover for all such payments with interest at ten per cent per annum in any suit for foreclosure of the and Justines? P 13 N ł ne Hand the luna His may recover for all such payments with interest at ten per cant be mann in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part executors, administrators or asshis 25 days of this mortgage; and it shall be lawful for the party of the second part executors, administrators or ass-igns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, Appraisement Waived or not, at the option of the part- of the second part, and out of the moneys arising from such sale to retain the amount then due, or to become due, according to the con-ditions of this instrument, and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit. In Witness Thereof, The said parties of the first part have hereunto set their bands and seals the day and year first above written. Li Kind hands and seals the day and year first above written. ament John L. Dodder. Emma Dodder. State of Zansas () County of Osage. §S8. ritten Be It Remembered, That on this 25 day of Feb. A.D. 1924 appeared before pe e, a Totary origin Public in and for said county and State John L. Dodder and Erna Dodder his wife to me personally known or tgage al to be the same persons who executed the foregoing mortgage and dply acknowledged the execution thereof. In Witness Whereof, I have hereunto subscribed my name and affixed my official seal anter auguas on the day and year last above written. A.L. Oveson Maria T. S Notary Public. Ly Commission expires 12-4-1926. ne Cart PARTIAL RELEASE. State of Kansas, Douglas County, ss; From This instrument was filed for record on the 4th day of Warch, A. D. 1924, at 10;55 A. M. Bartlett Bros. Land & Loan Co., T_o Fred Simon , et al Lev E. Wellman Register of Deeds. Jos Mullman Deputy. By-At the request of I. J. Meade and George Lown and for the accompdation of I. J. Mes and George Lown, and in consideration of the payment of Fire Thousand Dollars (\$5000.), Bartlett Brothers Land and Loan Company do hereby release and fully discharge from the lien created by the mortgage given by Fred Simon and Clara Simon, hisband and wife, to Bartlett Brothers Land and Loan Company, to secure the payment of Eleven Thousand Dollars (\$11,000.) principal money, which said mortgage was dated Fobruary 14t 1920, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 57 of Mortgag at page 427, the following described land in Douglas County, Kansas, to-wit; Begin at a point which is Mineteen Hundred Thirty-One (1931) feet South of the Nort west corner of the northeast quarter of Section Seventeen (17) , in Township Thirteen (13), of Hange Mine teen (19), thence South on Quarter Section line to Center of Wakarusa Creak, thence following the center of Wakarusa Creek to the south line of said Quarter Section, thence East on line to where Wakarusa Creek again enters the said Quarter Section, thence following center of Wakarusa Creek to the East line of the