

10-22
Received of John B. Miller and Clarice Miller, the within named parties, the sum of Three Hundred and Fifty Dollars, in full satisfaction of the within Mortgage.
By County Clerk
\$330.00
Recorded Nov. 19, 1924
John B. Miller
Clarice Miller
1925
Jan. 6. Wellman
Notary Public
County of Douglas
State of Kansas
An Official Release Book 67 Page 26 (Completed)
The within mortgage being found in full satisfaction of the debt it was made on the 19th day of August 1924.
By J. E. Wellman, Notary Public
County of Douglas
State of Kansas

Dollars, and interest thereon, between the same parties, conveying the same real estate herein described. This mortgage is given as security for performance of the covenants herein; and to secure payment to SouthWest Mortgage Company, its successors and assigns, of the aggregate sum of Three Hundred and Fifty Dollars, according to the terms of five promissory notes of even date herewith as follows:

No. 1,	\$ 57.00	due	October 1,	1925.
No. 2,	\$ 57.00	due	October 1,	1926.
No. 3,	\$ 57.00	due	October 1,	1927.
No. 4,	\$ 57.00	due	October 1,	1928.
No. 5,	\$ 57.00	due	October 1,	1929.

with interest at 10 per cent per annum from maturity until paid, said notes and interest being payable at the Southwest Trust Company, Kansas City, Missouri.
Now if the party of the first part shall pay or cause to be paid any of said notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions contained in a prior bond or mortgage to this mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, without notice, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement dis- tinctly waived and out of the moneys arising from such sale to retain the amount due for principal and interest taxes and penalties thereon; together with the costs and charges of making such sale; and in case overplus, if any there be, shall be paid into court, to await the further order of the court; and in case of such foreclosure, and as often as such proceedings may be commenced the party of the first part agrees to pay the price of extending the abstract of title on the said mortgaged premises from the date of this mortgage to the date of filing such foreclosure case, which abstract expenses shall be due upon the fil- ing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature including attorney's fees in all actions attacking such title or the validity of this mortgage, and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, and taken up, or held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may include in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.
The Property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall without regard to the place of contract or of payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.
Dated this First day of September 1924. John B. Miller
Clarice Miller.

Witnesses:
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State of Kansas)
County of Douglas) ss: *the undersigned*
Before me, a Notary Public, in and for said County and State, on this 8th day of Sept. 1924 personally appeared John B. Miller and Clarice Miller, his wife, to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged execution of the same.
My Commission expires, Dec. 16-1926.
L. S.
Witness my hand and notarial seal the day and year above set forth.
C. E. Cory
Notary Public in and for Douglas
County, Kansas.

MORTGAGE
From Albert H. Dyer et al
To Peoples National Bank.

This instrument was filed for record on the 2 day of October, A.D. 1924 at 3:20 P.M.
J. E. Wellman
Register of Deeds
By J. E. Wellman Deputy.

This Indenture, Made this 19th day of August in the year of our Lord one Thousand nine hundred and twenty four, between Albert H. Dyer and Maude E. Dyer, his wife, and Walter L. Dyer and Ruth Dyer, his wife, of -- in the County of Douglas and State of Kansas, parties of the first part, and The Peoples National Bank, Ottawa, Kansas, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of \$1500.00-- Fifteen Hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors 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: T

The South Half (1/2) of the Northwest Quarter (NW1/4) Section Nine (9). The West Ten (10) acres of the South Half (S1/2) of the Northeast Quarter (NE1/4) Section Nine (9), all in Township Fifteen (15), Range Nineteen (19), and containing ninety acres according to the Government Survey.
The Northwest Quarter (NW1/4) of Section Sixteen (16) Township Fifteen (15) Range Nineteen (19), Douglas County, Kansas.
with all 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 here- of 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 incumbrances except a mortgage of \$4000.00 on the land in Section Nine (9) and a mortgage of \$7500.00 covering on land in Section Sixteen (16).

First party hereby agrees to keep both fire and tornado policies of insurance on the building on said premises, in some company or companies approved by said second party, for the benefit of said