

# MORTGAGE RECORD 67

201

Corp Seal

ATTEST:  
Chas. W. Garrison  
Secretary

THE FARM MORTGAGE TRUST COMPANY

By J. P. Slaughter  
V President

State of Kansas, Shawnee County, ss.

BE IT KNOWN, That on this 29th day of August A. D. 1925, before me, a Notary Public, in and for said county, personally appeared J. P. Slaughter Vice President of The Farm Mortgage Trust Company, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said Vice President, and then and there acknowledged the execution of said instrument to be his voluntary act and deed, and the voluntary act and deed of said company, for the uses and purposes therein set forth.

WITNESS My hand and Notarial Seal on the day last above written.

L. S.

E. R. Ambrose

Notary Public

My commission expires Nov. 8, 1928.

## MORTGAGE

FROM  
Elmer E. Cox & wife

TO  
R. D. Combs & wife

State of Kansas, Douglas County, ss.  
This instrument was filed for record on this 3rd day of Sept. A. D. 1925, at 10:45 o'clock A.M.

*Geo. C. Wellman*  
Register of Deeds

Reg. No. 1069  
Fee Paid 8.75

This Mortgage, Made this day of August A. D. 1925, between Elmer E. Cox and Edna Cox his wife of Douglas County and State of Kansas, parties of the first part, and R. D. Combs and Flora M. Combs his wife parties of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of Thirty Five Hundred and no/100 Dollars, to them duly paid have mortgaged, and hereby mortgage to the parties of the second part, heirs and assigns, all the following described real estate and premises situate in Douglas County, and State of Kansas, to wit:

Commencing at a point on the West line of the South East Quarter of Sec. 3, Township 13, Range 20, where said West line of said S. E. 1/4 is intersected by the South line of the railroad right of way of the A. T. & S. Fe railway, thence East along the South line of the said railroad right of way 2919.18 feet to the West boundary line of Shawnee Indian Reservation, thence South on said West boundary line of Shawnee Indian Reservation 1193.76 feet, thence West 2919.18 feet to the West line of the S. E. 1/4 of Sec. 3, thence North to the place of beginning, containing 80 acres, 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 \$3500.00, with interest thereon according to the terms of one certain note made and delivered by said parties of the first part, dated August, 26th, 1925 and payable to the said parties of the second part Sept. 1st, 1930 after date, with interest at the rate of six per centum per annum, payable semi-annually at office of R. D. Combs, Winfield, Kansas.

Said parties of the first part agree 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 and tornado in some company acceptable to said second parties for not less than \$ , with loss, if any, payable to the mortgagee, as interest may appear, and on the failure of the parties of the first part to perform any of the agreements, the mortgagee, their heirs and assigns, may pay all such sums, and the amount 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.

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 of the indebtedness hereby secured shall, without notice, at the option of the party of the second part, become due and payable, and shall obtain interest at ten per centum until fully paid, and said mortgage may be foreclosed, and the above described premises sold in the manner prescribed by law, to pay all sums due said mortgagee, as above set forth, together with interest and costs.

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

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

Elmer E. Cox.  
Edna Cox

State of Kansas, Douglas County, ss:

BE IT REMEMBERED, That on this 3rd day of September, A. D. 1925, before me the undersigned, a Notary Public in and for said County and State, came Elmer E. Cox and Edna Cox, his wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed and duly acknowledge 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 the day and year last above written.

L. S.

F. C. Whipple

Notary Public

My commission expires Jan 27, 1927.

## MORTGAGE

FROM  
Elmer E. Cox & wife

TO  
R. D. Combs, & wife

State of Kansas, Douglas County, ss  
This instrument was filed for record on this 3 day of September A. D. 1925, at 10:50 o'clock A.M.

*Geo. C. Wellman*  
Register of Deeds

Reg. No. 1070  
Fee Paid 6.25