MORTGAGE RECORD 67

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From

Leon L. O'Meara H.P.Betzer

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State of Kansas Douglas County ,ss; This instrument filed March 18" 1927 at Jea E. Wellman

Register of Deeds

This Indenture, made the Sist day of January A.D.1927, between ---Leon L. O'Meara and Mary , husband and wife---- of the County of Shawnee and State of Kansas, party of the first part, O'Meara, and H.P.Betzer ---- party of the second part,

The South west quarter of Section five(5) ,in Township Thirteen (13) of Range nineteen (19) containing one hundred sixty (160) acres.

TO HAVE AND TO HOLD, thes ame, with the appurtenances thereto belonging or in anywise appertaining including any right of homestead and every contingent right or estate therein, unto the mid party of the second part, his heirs and assigns forever; the intention being to convey an absolute title in

of the second part, his north and assigns before, the inclusion of the second predices. And the said Leon L.O'Méara and Mary O'Meara hereby covenant that they are lawfully seized said premises and have good right to convey the same; that said premises are free and clear of all in-cumbrances; and that they will warrant and defend the same against the lawful claims of all persons

and shall perform all and singular the covenant herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part otherwise to remain in force and effect. And the said party of the first part do hereby covenant and agree to pay or cause to be paid the principal sum and interest above specified, in manner aforesaid, together with all costs and expen-ses of collection, if any there be, and any costs, charges, or attorney's fees incurred andpaid by the aid party of the serond part, his heirs, or assigns, in maintaining the principal sum of the serond part, his heirs, or assigns, in maintaining the principal ways the hereby secured is fully satisfied, to pay all legal taxes and assocsaments levied under the laws of the State of Kansas, on said premises , or on this mortgage, or on the note or debt hereby secured, before any lenalty for non- payment attaches thereto; also to obstain from the acounts of \$3000, in insurance com-panies acceptable to the said party of the second part, his hoirs or assigns, and assign and deliver to him or the all plicies of insurance ons ald buildings, and the renewals thereof; and in ease of failure to do so, the said party of the second part, his heirs, or assigns, and assign and deliver to him or thes all plicies of insurance ons and buildings, and the renewals thereof; and in ease of failure to do so, the said party of the second part, his heirs, or assigns, and assign and assed to him of them all policies of insuface on size balances, and the restore sensors, and in case of failure to do so, the said party of the second part, his heir's, or assigns, may pay such taxes and asse ssments and make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per comperantum, shall be collectible with, as

And the said party of the first part do further covenant and ggree that in case of default And the said party of the first part do further covenant and ggree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, of at any time thereafter during the continuance of such default, he said part of the social part, his hoirs or assigns, may without notice, declare the entitle doth bracks and part immediately due any payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part his heirs or assigns, shall be entitled to immediate possa-ssion of said premises, and may proceed to forcelose this mortgage, and in case of forcelosure, the jud mont rendered shall provide that the whole of said premises be sold together and not in parcels. In mitness Whereof, the said party of the first part have hereunto set their hands the day

and year first above written. Leon L. O'Meara. Mary O'Meara

State of Kansas

State of Manasa) County of Shammeo)ss; On this 19th day of February A.D.1927 before me,a Notary Fublic, in and for sai County, personally appeared Leon L. O'Meara and Mary O'Meara husband and wife, to me known to be the persons named in and whe executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.

My Commission expires Jan. 30.1931.

Homer F. Wright. Notary Public.

From

ASSIGNMENT

H.P.Betzer To

The Liberty Life Insurance Co.

State of Kansas Douglas Co.ss This instrument filed March 18" 1927 at 9:25 A.M. - Lea E. Wellman. Register of Deeds

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(The following is endorsed on original instrument Book 67, page 560(above)) For Value received, I hereby asign the within mortgage recorded in Book 67, at Page 650, records of Douglas County, State of Ransas, and the debt secured thereby to the Liberty Life Insurance Company of Topeka, Kansas, without recourse.

H.P.Betzer.

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