

MORTGAGE RECORD 70

SAML DODD NORTH STATIONERY CO KANSAS CITY MO 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28 day of

Dec. A. D. 1931. At 4:15 P. M.

E. F. Huddleston

Register of Deeds.

By

Deputy.

Chester A. Hemphill

THIS INDENTURE, Made this 28th day of December, 1931, between

Isaac F. Schellenberg and Tena Schellenberg his wife

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

Chester A. Hemphill

of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said part of the first part, in consideration of the sum of

Five Hundred & no/100 (\$500.00) DOLLARS, the receipt of which is hereby acknowledged, do es by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

The East 110 acres of the Northwest Quarter of Section 16, Township 14, Range 20, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, here-litaments and appurtenances thereunto belonging, or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said

ha this day executed and delivered certain promissory note

to said party of the second part, for the sum of Five Hundred & no/100 (\$500.00) DOLLARS,

bearing even date herewith, payable at Lawrence, Kansas

Kansas, in ~~100~~ installments of five hundred and no/100 DOLLARS,XXXX the ~~100~~ installment payable on the 27th day of December 1932, the ~~100~~ installment payable on theXXXX the ~~100~~ installment payable on the 27th day of December 1932, the ~~100~~ installment payable on the

WHEREAS, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$2000. no/100 with

interest thereon at the rate of six per cent. payable semi annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said

shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part of the first part, for and heirs, do hereby covenant to and with the said part of the second part, executors, administrators or assigns, that lawfully seized in fee of said premises, and ha good right to sell and convey the same, that said premises are free and clear of all incumbrances, except a first mortgage of \$2000.00 at 6%.

and that will, and heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

ATTEST:

Isaac F. Schellenberg

Tena Schellenberg

STATE OF KANSAS,

COUNTY OF Douglas ss. BE IT REMEMBERED, That on this 28 day of Dec.

A. D. 1931, before me, E. F. Huddleston, a Notary Public in and for said County and State, came

Isaac F. Schellenberg and Tena Schellenberg

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

Legal Seal

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires May 21 1935 E. F. Huddleston Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this 17th day of February 1933

ATTEST:

*C. A. Hemphill**Tena Schellenberg*

For assignment see Book 77 Page 477

This Release was written on the original mortgage and is attached to the original mortgage. 1233