

Reg. No. 2369  
 Fee Paid, \$ 8.75 /

## MORTGAGE RECORD-73

FROM

James P. Moore and Ruth C. Moore  
 his wife,

TO

E. T. Emory

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 12 day of  
 April A. D. 1934 at 2:30 o'clock P. M.

*Emory E. Emory*  
 Register of Deeds.

By \_\_\_\_\_, Deputy.

THIS INDENTURE, Made this 12th day of April, in the year of our Lord one thousand nine hundred  
 Thirty-four between James P. Moore and Ruth C. Moore, his wife,

of Lawrence in the County of Douglas and state of Kansas, of the first part, and  
 E. T. Emory

of the second part,  
 WITNESSETH, That the said parties of the first part, in consideration of the sum of  
 Thirty-five Hundred & no/100 (\$3500.00) DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage  
 to the said party of the second part, his heirs 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:

The West 120 Acres of the Northwest Quarter of Section 32, Township 13, Range 20,  
 Douglas County, Kansas.

with 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 hereof 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a MORTGAGE to secure the payment of the sum of Thirty-five Hundred & no/100 (\$3500.00) DOLLARS, according to the terms of one certain promissory note, this day executed by said

parties of the first part

to the said party of the second part.  
 Said note being given for the sum of Thirty-five Hundred & no/100 (\$3500.00) DOLLARS,  
 dated April 12, 1934, due and payable to five years from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons of \$105.00 DOLLARS each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Thirty-five Hundred & no/100 (\$3500.00) DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party of the second part making such sale, on demand, to the said heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

James P. Moore (SEAL)

Ruth C. Moore (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 12th day of April, 1934, before me the undersigned a Notary Public in and for said County and State, came James P. Moore and Ruth C. Moore, his wife,

Legal

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

(Seal)  
 Seal

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

Bernice E. Jones Notary Public.

(My commission expires 1935)

I, Emory E. Emory, Clerk of the District Court, Douglas County, Kansas, do hereby certify that a judgment of the Court was rendered on the 12th day of April, 1934, in favor of James P. Moore and Ruth C. Moore, his wife, against E. T. Emory, for the sum of \$3500.00, with interest thereon from the date thereof until paid, according to the terms of said note and coupons of \$105.00 each thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Thirty-five Hundred & no/100 (\$3500.00) DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party of the second part making such sale, on demand, to the said heirs and assigns.

ATTEST:  
*James P. Moore*  
 Notary Public