

Reg No. 2501  
Fee Paid, \$ 4.50

MORTGAGE RECORD-73

FROM

Chester C. Howard and wife

TO

E. T. Emery

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 3<sup>rd</sup> day of

Oct. A. D. 1934, at 4:15 o'clock P. M.

*Eric S. Connelley*

Register of Deeds.

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

THIS INDENTURE, Made this 3<sup>rd</sup> day of October in the year of our Lord one thousand nine hundred Thirty-four between Chester C. Howard and Helen Marie Howard, his wife,

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eighteen Hundred & no/100 (\$1800.00) . . . . . 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 East 60 Acres of the South Half of the Northeast Quarter of Section 32, Township 13, Range 20, East of the Sixth Principal Meridian; And the Northeast Quarter of the Northeast Quarter of Section 32, Township 13, Range 20, East of the Sixth Principal Meridian, All in 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 Eighteen Hundred & no/100 (\$1800.00) . . . . . 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 Eighteen Hundred & no/100 (\$1800.00) . . . . . DOLLARS, dated October 3, 1934, due and payable in five years from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note, and coupons of \$54.00 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 Eighteen Hundred & no/100 (\$1800.00) . . . . . DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests 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, interests 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, 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, appraisement 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, 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

Chester C. Howard (SEAL)

Helen Marie Howard (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of October, 1934, before me the undersigned a Notary Public in and for said County and State, came Chester C. Howard and Helen Marie Howard, 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 Dec. 29, 1936)

This Release was written  
The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby Released  
released, and the lien thereby created discharged.  
As witness my hand this 4<sup>th</sup> day of October, A. D. 1934.  
Attest: *E. T. Emery* Register of Deeds