

Reg. No. 570
Fee Paid, \$1.50-

MORTGAGE RECORD-73

FROM

Woodrow Sturdy, et al

TO

J. J. Tobler

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 2nd day of
Jan. A. D. 1935, at 10 o'clock A. M.

Emil C. Connelley
Register of Deeds.

By _____, Deputy.

THIS INDENTURE, Made this 18th day of December, in the year of our Lord one thousand nine hundred Thirty-four, between Woodrow Sturdy, a single man; Elma Davault and C. O. Davault, her husband of Wellsville in the County of Franklin and state of Kansas, of the first part, and J. J. Tobler of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six Hundred & no/100 (\$600.00) 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 10 Acres of the NE¹/₄ of the SE¹/₄ of Section 16, Township 14, Range 20. Also the West 35 Acres of the South One-half of the NE¹/₄ of Section 16, Township 14, Range 20, in Douglas County, Kansas.

Parties of the first part shall have the privilege of paying \$100.00 or any multiple thereof at any interest paying date.

STATE OF KANSAS, FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 26th day of Dec. A. D. 1934 before me Notary Public a Notary Public in and for said County and State, came Elma Davault and C. O. Davault, her husband to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

My Commission Expires June 7th 1938

W. H. Mohorwan
Notary Public.

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 Six Hundred & no/100 (\$600.00) DOLLARS, according to the terms of certain promissory note, this day executed by said parties of the first part

Said note being given for the sum of Six Hundred & no/100 (\$600.00) DOLLARS, dated December 10, 1934, due and payable in five years from Dec. 31, 1934, with interest thereon from the date thereof until paid, according to the terms of said note and coupons of 18.00 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 Six Hundred & no/100 (\$600.00) 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, interest and costs, and insurance, 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part, and it shall be lawful for the parties 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 parties of the second part, making such sale, on demand, to the said parties 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 parties of the second part, making such sale, on demand, to the said parties of the second part, his heirs and assigns.

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

Signed, sealed and delivered in presence of

Woodrow Sturdy (SEAL)

Elma Davault (SEAL)

C. O. Davault

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 18th day of Dec. A. D. 1934, before me the undersigned a Notary Public in and for said County and State, came Woodrow Sturdy, a single man,

Legal 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. 20, 1935.)

This Release is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released

and the lien hereby created is hereby released.

As witness my hand this 18th day of Dec. A. D. 1934.

Attest:

E. J. Martin
Notary Public.

This Release is

endorsed on the original

instrument.

The note herein described

having been paid in full,

this mortgage is hereby

released, and the lien hereby

created is hereby released.