

## MORTGAGE RECORD 75

State of Ohio 1  
Cuyahoga County 188

Before me a Notary Public in and for said County personally appeared A.F. Young and T.F. Buzard, known to me and to me known to be the Vice President and Assistant Secretary, respectively of said The Guardian Trust Company the corporation which executed the foregoing instrument who acknowledged that they did execute the said instrument for and on behalf of said corporation, and that the same is their free act and deed, individually, and as such officers, and the free and corporate act and deed of said The Guardian Trust Company, as Trustee.

Before me also personally appeared L.B. Foote, to me known to be the person described therein, and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed as Trustee.

In Testimony Whereof, I have hereunto set my hand and official seal at Cleveland Ohio this 12th day of July A.D. 1928.

The State of Ohio 1  
Cuyahoga County 188

J.M. Hines.  
Notary Public - My Commission expires Oct. 24, 1929.

I, George Wallace, Clerk of the Court of Common Pleas, a Court of Record of Cuyahoga County, aforesaid, do hereby certify that J.M. Hines before whom the annexed acknowledgment, oath, affidavit, was taken, was at the date thereof a Notary Public in and for said County, duly authorized by the laws of Ohio to take the same, also to make acknowledgments, affidavits and proofs of deeds or conveyances for land, tenements or hereditaments situated and lying in said State of Ohio, and further that I am well acquainted with his handwriting and believe his signature thereto is genuine, and that the annexed instrument is executed according to the laws of the State of Ohio.

Commission expires Oct. 24, 1929.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court at Cleveland, Ohio this 13 day of July A.D. 1928.

LS  
No. F 556

George Wallace  
Clerk

FROM

John M. Blough et al  
To Warren Mtg. Co.

MORTGAGE

State of Kansas Douglas Co. ss  
Filed for record Dec. 5, 1928  
At 8:30 A.M.

Register of Deeds

3850  
7.00

This Indenture, Made this 20 day of November A.D. 1928 between John M. Blough and Clara A. Blough his wife of the first part, and Warren Mortgage Company, of Emporia, Lyon County, Kansas, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty eight hundred & 00/100 Dollars, paid by the second party, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do grant, bargain, sell and convey unto the said second party, its heirs, assigns, or successors, forever, all of the following described real estate, situated in the Township of Wakarusa County, of Douglas State of Kansas, to-wit:

The south half of the southeast quarter of section Twenty-two (22) Township Thirteen (13) south range Nineteen (19) East of the 6th P.M. less five acres in the northeast corner belonging to John S. Woodruff.

To Have and To Hold the Same, with all the appurtenances thereunto belonging unto the said second party its heirs, assigns or successors forever; and the said first parties 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 herein, free from all encumbrances, and that they will Warrant and Defend the Same against the lawful claims of all persons whomsoever.

Provided Always, and these presents are upon this express condition, that whereas, the said first parties are justly indebted unto said Warren Mortgage Company in the principal sum of Twenty eight hundred Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said Warren Mortgage, to the said parties and secured by one certain promissory note bearing even date herewith, payable to said Warren Mortgage Company, or order, with interest at the rate of 5 1/2 per cent per annum from Dec. 1 1928, until fully paid; interest to be paid as stated in the principal note, as specified by interest notes or coupons of even dates herewith attached to said principal note, principal and interest payable at The Atlantic National Bank of Boston, Boston, Massachusetts or at such place as the legal holder may in writing designate.

Now, if said first parties shall pay or cause to be paid the said sum of money, with interest thereon, according to the terms of said note and pay off, remove and discharge all prior liens and encumbrances existing or that may hereafter arise, then these presents shall be void. But if said sum of money, or any interest thereon, is not paid when due and payable, or if all taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured as hereinbefore set forth, or to pay off, remove and discharge all prior liens and encumbrances, then, in any of these cases, the said principal and each, all and every one of said coupons or interest notes, with the interest thereon, shall and by this indenture do immediately become due and payable, at the option of the second party, its assigns or successors, to be at any time hereafter exercised without notice to the said first parties. But the legal holder of this mortgage may, at his option, pay said taxes assessments or charges for insurance and any prior or outstanding lien or encumbrance so due and payable, which the mortgagors or assigns shall neglect or refuse to pay, as herein set forth and charge them against the said first parties and the amounts so charged together with interest at the rate of ten per cent per annum payable as stated in the principal note, shall be an additional lien upon the said mortgaged property, and the said mortgage, its heirs, assigns or successors, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of said premises and of the rents, issues and profits thereof.

Said first parties agree to keep the buildings erected or to be erected on said land insured to the amount of Three Thousand & 00/100 Dollars, to the satisfaction and for the benefit of the second party its heirs, assigns or successors, from this time until said note and all liens by virtue hereof are fully paid. Said parties further agree that when this mortgage is fully paid off and satisfied, and a release given by the holder of the same, they will pay for the recording of such release.

It is hereby further agreed that the principal note shall bear interest after the same shall become due and payable, either by maturity or as hereinbefore specified. At the rate of ten per cent per annum, payable as stated in the principal note, said interest to be computed upon the amount then remaining due and unpaid upon said notes, from said date until the same shall be actually paid.

And the said first parties hereby waive all stay, valuation, homestead or appraisalment

L. JOHN CAMPBELL, Notary Public for the State of Ohio, County of Cuyahoga, do hereby certify that the foregoing instrument was duly recorded in my office on the 23 day of Sept. 1928, at 10:27 A.M. and that the same is a true and correct copy of the original instrument as the same appears from the records of said County.

ATTEST:

John M. Blough  
Clara A. Blough

John M. Blough  
Clara A. Blough