

MORTGAGE RECORD 75

389

Laws of the State of Kansas.

In Testimony Whereof, The said first parties have hereunto set their hands the day and year first above written.

Signed, sealed and delivered
in the presence of:

John M. Blough
Clara A. Blough

State of Kansas 1
Douglas County 188

I hereby certify that on this the 22 day of Nov A.D. 1928 before me the undersigned a Notary Public in and for said county and State came John M. Blough and Clara A. Blough his wife personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

LS
My commission expires Jan 18, 1932

Leta F. Kennedy
Notary Public

From
John M. Blough
To
Warren Htg Co.

MORTGAGE.

State of Kansas Douglas Co. ss
Filed for record Dec. 5, 1928
At 8:35 A.M.

John E. Wellman
Register of Deeds

This Indenture Made this 20 day of November A.D. 1928 between John M. Blough and Clara A. Blough his wife ---County in the State of Kansas 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 One Hundred Ninety six Dollars the receipt of which is hereby acknowledged do by these presents Grant, Bargain, Sell and Convey unto said party of the second part, its heirs, assigns or successors all of the following described real estate, situated in the 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, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever; Provided Always, and these presents are upon this express condition that, whereas said first parties have this day executed and delivered a certain promissory note to said party of the second part for the sum of One Hundred Ninety six Dollars bearing even date herewith payable at the office of Warren Mortgage Company, Emporia, Kansas in equal installments of Fourteen Dollars each, the first installment payable on the first day of June 1929 the second installment on the first day of December 1929 and one installment on the first days of June and December in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said installments 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 of the legal holder of said note, and shall draw interest at the rate of ten per cent per annum from the date of said default until fully paid.

And the said parties of the first part further agree that in case they pay the first mortgage upon the above-described land, (for the negotiation or extension of which this mortgage and the note hereby secured is given as a commission) before the last date such mortgage by its terms is due and payable, such payment shall in no wise affect this mortgage or the note thereby secured, but that they will pay the sums hereby secured in full, as though no such payment of their first mortgage was made.

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, or any interest thereon, 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 or to pay off, remove and discharge all prior liens and encumbrances, or any interest thereon, then the whole of said sums together with any 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, or any prior or outstanding lien or encumbrance, or any interest thereon, so due and payable, which the mortgagee 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, shall be an additional concurrent lien upon the said mortgaged property, and the said mortgagee 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. All appraisalment, exemption and stay laws are hereby expressly waived.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its heirs assigns, or successors, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all encumbrances except Twenty-eight Hundred Dollars, and that they will and their heirs, executors and administrators shall forever warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

John M. Blough
Clara A. Blough

Attest:

State of Kansas, Douglas County, ss:

Be It Remembered That on this 22 day of Nov. A D. 1928, before me, the undersigned, a Notary Public in and for said County and State, came John M. Blough and Clara A. Blough, his wife, who

This mortgage on the above described land is cancelled and merged in the first mortgage recorded in Book No. 15447 Page 1, in the Court of Douglas County, Kansas on Sept. 23, 1931. Witness my hand this 24th day of April, 1934. Leta F. Kennedy, Notary Public for Douglas County, Kansas.

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ATTEST:

John E. Wellman
Register of Deeds
Douglas County, Kansas

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a full and true copy of the foregoing instrument has been recorded in Book No. 15447 Page 1, in the Court of Douglas County, Kansas on the 23rd day of April, 1934, at 2:17 P.M. and that the same is duly recorded in Journal 23 at page 217-194. Witness my hand this 14th day of March, 1934. John Callahan, Clerk District Court.