## MORTGAGE RECORD No. 77

STATE OF KANSAS DOUGLAS COUNTY, ss.

BE IT REMEMBERD, That on this 11th day of December A. D. 1929 before me, W. F. March a Notary Public in and for said County and State came F. C. Whipple, Cashier of The Merchants Loan & Savings F to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same. a Bank In Witness Whereof, I have hereunto subscribed my name and affixed my official seal of the day

and year last above written.

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My Commission Expires July 24, 1933.

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Recorded December 11, 1929 A. D. at 1:30 P. M.

Elis C. Comptand Register of Deeds

W. F. March

THIS INDENTURE, made and executed this Eighth day of November 1929 by Emma Scheake, Unmarried of Douglas County, Kansas, party of the first part, THE UNION CENTRAL LIFE INSURANCE COMPANY of Cincinnati, Ohio, party of the second part: WITNESSETH, That the said party of the first part for and in consideration of the sum of Six Thousand (5000,000 Dellars wold parties of the second part the specific of which to burght a considerated Reg. No. 509 Fee Paid 3/500

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MORTGAGE

White, party of the second part:
WINNESSER, That the said party of the first part for and in consideration of the sum of Six Thousand (\$6000.00) Dollars, paid by the said party of the second part, the receivt of which is hereby acknowledged contrast, and warrants unto the said party of the second part, its successors and assigns, forver, the certain tract or parcel of real estate, situate in Douglas County, Kansas, described as follows, to-wit; The Worth half of the Southwest quarter, the Southwest quarter of the Southwest quarter and the South Forty (40) acress of the west Eighty (80) acress of the Northwest fractional quarter of Section Four (4), Tornship Thirteen (13), Range Twenty (20) East of the Sixth Principal Meridian, containing One Hundred and Sixty (160) acres, more or less, and subject to pipeline right of way.
TO SEQUES THE PANENT of a debt evidenced by certain promiseory note of even date herewith signed by TO SEQUES THE PANENT of a debt evidenced by certain party of the second part, at its Home Office In Cincinnati, Ohio, more fully described as follows: One principal note for the sum of Six Thousand Dollar with interest from date until padia at the rates therein specified; interest until maturity being evidenced by interest notes of even date, which draw interest after maturity until paid at the rate therein specified; interest until maturity being evidenced by interest notes of even date, which draw interest after maturity until paid at the rate therein specified; interest until maturity being evidenced by interest row dasigns, as follows:

its successors and assigns, as follows: FIRST.--To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate when due. To pay all taxes assessed in Kansas against said party of the second part, or its assigns, on this mortgage or the notes or debt.secured hereby, before the same become delinquent, provided the amount of such latter taxes together with the interest on the loam secured hereby does not exceed the maximum permitted by law to be paid, but if it does the excess is to be paid by the said party of the second part. If said party of the first part does not pay the taxes, security for the amount so paid, with interest. SECOND--To keep said real esticate and all buildings fences and other towners.

De entitled to interest on the same at the rate of ten per cent per annum, and this mortgage shall stand as security for the amount so paid, with interest. SECOND...-To keep said real estate and all buildings fences and other improvements thereon in as good condition and repair as of this date. To permit or commit no waste, or allow any cutting of timber, except for making and repairing the fences on the place, and ruch as shall be necessary for fire-wood or use on said and interest.

said real estate. THIRD.--To keep, at the option and to the satisfaction of the said party of the second part, the buildings now on or hereafter erected on said real estate insured and to deliver the policies and renewals thereof to said party of the second part. In case of failure to keep said buildings so insured, and to deliver the policies and renewals thereof as agreed, the holder of this mortgage may effect such insurance and the amount so paid with interest at ten per cent per annum, shall be secured by this mortgage. FOURTH.--In case taxes, essessments, charges, liens and insurance premiums are paid as herein provided by the party of the second part, the amount so paid may be collected from the party of the first part on demand, together with interest at ten per cent.per annum from date of payment. FIURTH.--If the maker or makers of said notes shall fail to pay any of said notes, or any notes given

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demand, together with interest at ten per cent.per annum irom date of payment. FIFTH.--If the maker or makers of said notes shall fail to pay any of said notes, or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; the whole sum of money herein secured shall there upon become due and payable at the option of the said party of the second part without notice and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent, per annum after whether the default or otherwise uptil notid. U U

mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent, per annum atter maturity by default or otherwise, until paid. Then the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect. IN TESTIMONY WHENEOF, The said party of the first part has hereunto set her hand the day and year first

above written. Enma Schaake (Seal)

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this fourteenth day of November 1929 before the undersigned, a Notary Public in and for said County appeared Emma Scheake, Ummarried, who is to me personally known to be the identical person who executed the foregoing mortgage, deed, and duly acknowledged the execution of the same. IN WITHESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

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Legal Seal

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My commission expires April 23rd 1933

Walter G. Thiele Notary Public Douglas County, Kansas

Recorded December 12, 1929 A. D. at 10:00 A. N. C. C. Constants Register of Deeds