

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64104

be paid by the party making such sale, on demand to said parties of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the parties of the first part agree to pay the price of extending the abstract of title on the said mortgaged premises from the date of this mortgage to the date of filing such foreclosure case, which abstract expenses shall be due upon the filing of the petition in any such action and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized to keep said premises free from all liens of whatever nature and to pay any and all sums necessary to protect the title to said premises including attorneys' fees necessarily incurred in all actions in defending such title or the validity of this mortgage; and if said prior mortgage be held by another than the second part, then any part of principal or interest secured thereby, and taken up, held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum payable annually, from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands

Mary A. Brecheisen
George Brecheisen

STATE OF KANSAS
DOUGLAS COUNTY, KS.

Before me the undersigned, a Notary Public in and for said County and State, on this 27th day of Dec. 1929 personally appeared George Brecheisen and Mary A. Brecheisen, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness, my hand and official seal the day and year above set forth.

Legal Seal

C. E. Cory

Notary Public

My commission expires Dec. 16, 1930.

Recorded December 27th 1929 A. D. at 4:45 P. M.

Elis E. Amatory

Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 10th day of December in the year of our Lord one thousand nine hundred Twenty Nine between G. S. Williams, in the County of Osage and State of Kansas of the first part and Owen S. Samuel of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum Two Hundred Fifty Dollars (\$250.00) as personal services as Attorney to-- duly paid the receipt of -- has sold and by these presents does 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: Lots Number One to Seventeen inclusive in Block twenty one in Leecompton, according to the recorded plat thereof, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said G. Williams does hereby covenant and agree that at the delivery hereof that he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he 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 Two Hundred Fifty and no/100 Dollars, according to the terms of One certain promissory note this day executed by the said-- to the said party of the second part; said note being given for the sum of Two Hundred Fifty and no/100 Dollars, dated December 10, 1929 due and payable in-- year from date hereof with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part 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--dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties interest and costs, and insure the same at the expense of the part 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 ten 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 for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party of the second part his executors and administrators and 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 therebe, shall be paid by the party making such sale, on demand, to the said his heirs or assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set --hand--and seal--the day and year first above written.

Signed and delivered in presence of

G. S. Williams (Seal)
Mrs. G. S. Williams (Seal)
Media L. Williams

Reg. No. 521
Fee Paid .50

The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds of Douglas County, Kansas, on December 27, 1929, at 4:45 P. M. and is subject to the provisions of the Act of March 10, 1909, Chapter 10, Laws of Kansas, relating to the recording of mortgages.

Elis E. Amatory