## GE RECORD No. 77

instrument of writing and duly acknowledged the execution of the same. IN WITHESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Legal Seal

My commission expires May 6, 1933

Hugh B. Downey Notary Public Jackson County, Mo.

STATE OF KANSAS, SHAWNEE COUNTY, SS.

BE IT REMEMBERED, That on this 7 day of June A. D. 1930 before me the undersigned, a Notary Public in and for the County and State aforesaid came Arthur F. Ice Mary Maxime Ice who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Legal Seal

My commission expires Jany 18, 1931

Geo. N. Holmes Notary Public

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Paul T. Paulsen Notary Public Vernon County, Wis.

My commission expires Aug. 27, 1933.

Elin & amolney \_\_\_ Register of Deeds

STATE OF WISCONSIN, VERMON COUNTY, SS.

Personally came before me, this 16th day of June A. D. 1930 the above named John R. Ice to me known to be the person who executed the foregoing instrument and acknowledged the same.

Witness to signature of John R. Ice Rosine Ellacott Dolores McHenry

Legal Seal

Recorded June 24, 1930 A. D. at 10:45 A. M.

Reg. No.576 For Paidez

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## MORTGAGE

THIS INDENTURE, made the 31st day of May A. D. 1930 between Thomas L. Huddlestum and Ella M. Huddlestum Husband and wife of the County of Sedgwick and State of Kansas, party of the first, part, and George

Hus band and wire of the County of Sequerk and state of Rankes, party the sum of Fight Hunfred Pollars Walrafen party of the second part, WITNESSETH, that the said party of the first part, in consideration of the sum of Fight Hunfred Pollars in hand paid the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, his heirs and assigns, the following described real estate in the County of Douglas and State of Kenses, to-mit: The East half of the East half of the Northwest quarter of Section Twenty-five (25) Township Thirteen (13) Range Seventeen (17) containing Forty (40) acres.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein unto the said party of the second part, his heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

AND THE SAID Thomas L. Huddlestun and Ella M. Huddlestun hereby covenant that they are lawfully seised a said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomesever.

PROVIDED, HONEVER, That if the said party of the first part shall pay or cause to be paid to the said party of the second part, his heirs or assigns, the principal sum of Eight Hundred Dollars, on the first day of June A. D. 1935 with interest thereon at the rate of seven per cent per annum, payable on the first day of December and June in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal rm after the same becomes due or payable according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Thomas L. Huddlestum and Ella M. Huddlestum and payable at the office of Betzer Realty and Loan Company Topeka, Kanese, and shall perform all and singular the

office of Betzer Realty and Loan Company Topeka, Kanasas, and shall perform all and singular the covenants herein contained; then this mortage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect. All the said party of the first part do hereby covenant and agree to pay or cause to be paid, the princ

AND the said party of the first part do hereby covenant and agree to pay or cause to be paid, the princh sum and interest above specified, in manner of oresaid, together fith all costs and expenses of collectin, if any there shall be and any costs, charges, or attorney's fees incurred and paid by the said party of the second part, his heirs or assigns, in maintaining the priority of this mortgage. AND the said party of the first part do further covenant and agree until the debt hereby secured is full

AND the soid party of the first part do further covenant and agree until the dobt hereby secured is full satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on sat pfemises, or on this mortance, or on the note or dobt hereby secured, before any penalty for non-payers attaches thereto; also to abstain from the commission of waste on said premises, and keep the building thereon in good repair and insured in insurance companies acceptable to the said party of the second path his heirs or assigns, and essign and deliver to him or them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said party of the second part, his heirs or assigns, may pay such taxes and assessments, and make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum shall be collectibel with, as pert of, and in the same manner as the principal sum here

ATD the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein, consist then, or at any time thereafter during the continuance of such default, the said party of the second part his heirs or assigns may without notice, declare the entire debt hereby secured immediately due as