

MORTGAGE

THIS INSTRUMENT, Made this 23rd day of March in the year of our Lord one thousand nine hundred and thirty one between Henry H. Fishburn and Nannie M. Fishburn his wife of Overbrook in the County of Osage and State of Kansas parties of the first part, and Anna Lister party of the second part;

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1000.00 One Thousand Dollars to them duly paid, the receipt of which is hereby acknowledged have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part her 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: The West half of the South west Quarter of Section Twenty-seven (27) Township Fourteen (14) of Range Eighteen (18) containing eighty (80) acres more or less with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners and clear of all encumbrances. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$1000.00 One Thousand Dollars each, and shall deliver the policies to said second party, and should said first part neglect so to do, the legal holder hereof may effect such insurance and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1000.00 One Thousand Dollars according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 23rd day of March 1936 to the order of said second party with ten coupons thereto attached payable semi-annually on the 23rd day of March and September in each year; Provided however \$100.00 or any multiple thereof may be paid at the end of one year, or at the maturity of any coupon thereafter.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Henry H. Fishburn (Seal)
Nannie M. Fishburn (Seal)

STATE OF KANSAS,
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 23rd day of March A. D. 1931 before me a Notary Public in and for said County and State came Henry H. Fishburn and Nannie M. Fishburn his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

Commission expires Dec. 6, 1932

E. F. Bowers Notary Public

Recorded March 24, A. D. 1931 at 9:40 A. M.

Clair E. Campbell Register of Deeds

MORTGAGE

THIS MORTGAGE, Made this 3rd day of March 1931 by John E. Matney and Mattie M. Matney, his wife of the County of Douglas and State of Kansas, parties of the first part, to The Davis-Wellcome Mortgage Company, a corporation, existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One Hundred Seventy Five dollars, to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant, bargain, sell, convey and warrant unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to-wit: The Northeast Quarter (NE 1/4) of Section Seven (7) Township Twelve (12) South, Range Eighteen (18) East of the Sixth Principal Meridian, containing One Hundred Sixty (160) acres more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Prudential Insurance Company of America dated May 24th 1917 to secure the payment of \$2500 covering the above-described real estate.

Reg. No. 1270
Fee Paid \$2.50

Anna Lister

The within Mortgage being duly acknowledged it is hereby released on the 23rd day of March 1931

Handled by Clerk

Reg. No. 1269
Fee Paid \$5.00

Return next day