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PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, payable in installments as follows \$12.50 on Nov. 24, 1931, May 24, 1932, Nay 24, 1932, May 24, 1933, Mov. 24, 1933, Mov. 24, 1934, Nov. 24, 1936, respectively, with interest at ten per 1935, Nov. 24, 1936, May 24, 1937, Nov. 24, 1937, May 24, 1938, respectively, with interest at ten per 1936, Nov. 24, 1936, May 24, 1937, Nov. 24, 1937, May 24, 1938, respectively, with interest at ten per 1936, Nov. 24, 1936, May 24, 1937, Nov. 24, 1937, May 24, 1938, respectively, with interest at ten per 1936, Nov. 24, 1936, May 24, 1937, Nov. 24, 1937, May 24, 1938, respectively, with interest at ten per 1936, Nov. 24, 1936, May 24, 1937, Nov. 24, 1937, May 24, 1938, respectively, with interest at ten per 24, 1937, May 24, 1937, May 24, 1937, Nov. 24, 1937, May 24, 1938, respectively, with interest at the not Davis-Tellcome Mortgage Company, Topeka, Kensas, and it is distinctly understood and agreed that the not Davis-Tellcome Mortgage Company in Securing a loan for easi parties of the first part, which loan is secured by the Mortgage Company in securing a loan for easi parties of the first part, which loan is secured by the interest on seid loan is to be paid in full, regardless of whether seid loan is paid wholly or partly before its maturity.

MORTGAGE RECORD No. 77

recident and

interest on sail loss and is to be paid in full, regardless of whether said loss is paid wholly or party before its maturity. NON, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sun of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents thall be wholly the interest thereon, according to the terms and tenor of the same, then these presents that be the interest thereon, according to the terms and tenor of the same, then these presents that be the money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is money, or any part thereof, or any interest thereon, and thereof, are not paid when the same are by law made due end payable, then the whole of said party of the second part, and said party of the second part hell due and payable at the option of said premises. In case of foreolosure said property may be sold with be entitled to the porsersion of said premises. In case of foreolosure said property may be sold with any payments in terest or in any of the conditions of this contract. Party of the second part may make the payment of interest or in any of the conditions of this contract. Party of the second part may make any payments increases and may pay interest or other charges hereafter accruing on any prior premises hereby conveyed, and may pay any interest or other charges are not paid may prior property, and may insure said property if default be made in the covenant to insure; and any pay shell become a line upon the above described real estate, and be secured by this mortgage. In case of foreclosure it is acreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in payrels. IN THINESS MERGOF, The said parties of the first part and suit for the foreclosure of this mortgage. In case of first above written.

first above written.

John E. Matney Mattie M. Matney

STATE OF KANSAS, COUNTY OF SHAWNEE, SS.

BE IT REMEMBERED, That on this 16th day of March A. D. 1931 before the undersigned, a Notary Public within and for the County and State aforeseid, came John E. Matney and Mattie M. Matney, his sife, mis are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same. IN TESTIMONY WHEREDF, I have hereunto set my hand and affixed my notarial seal, the day and year was written on the origina last above written.

al may Legal Seal Hardd a Bede My commission expires July 6, 1934

Laura Morgan Notary Public

Recorded March 24, A. D. 1931 at 9:35 A. M.

Elair Co. Constrong , Register of Deeds

...... RELEASE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by P. D. Olmstend & Wife to P. W. Anderson dated the 27th day of Jan. A. D. 1931 which is recorded in Book 72 of Mortgages, page 462 of the records of Douglas County, Kansas, satisfaction of Such margage is hereby nekrowledged and the same is hereby released. Deted this 24th day of March A. D. 1931

P. W. Anderson

STATE OF KANSAS, DOUGLAS COUNTY, SS.

EE IT REMEMBERED, That on this 24th day of March A. D. 1931 before me Elsie E. Armstrong Register of Deeds in and for said County and State onme, P. W. Anderson to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the sam IN WITNESS WEERDOF, I have hereunto subscribed my name and affixed my official seal on the day and ween last before writing. year last above written.

......

Legal Seal

Elsie E. Armstrong Register of Deeds Ň

Recorded March 24, A. D. 1931 at 1:50 P. M.

Elsie C. (enrohme ' Register of Deeds