

MORTGAGE

 Leg. No. 1353
 Fee Paid \$6.00

THIS INDENTURE, Made this 7th day of May in the year of our Lord one thousand nine hundred and thirty one between Waverly Rhoades and Lena Rhoades, his wife of Palmyra in the County of Douglas and State of Kansas parties of the first part and The Wellsville Bank party of the second part;
 WITNESSETH, That the said parties of the first part, in consideration of the sum of \$2,400.00 Twenty Four Hundred & No/100 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 its 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: All of the North-west quarter of Section Sixteen (16) township fifteen (15) range twenty-one (21) with the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$2,400.00 Twenty Four Hundred & No/100 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 7th day of May 1936 to the order of said second party its heirs or assign with interest at the rate of six per cent per annum, payable annually privilege to pay \$100.00 or any multiple at any interest payment date.

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 parties of the second part its 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Waverly Rhoades (Seal)
 Lena Rhoades (seal)

STATE OF KANSAS,
 FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 7th day of May A. D. 1931 before me a Notary Public in and for said County and State, came Waverly Rhoades and Lena Rhoades 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 Feb. 12, 1933

H. E. De Tar Notary Public

Recorded May 8, A. D. 1931 at 9:09 A. M.

Elaine E. Cunningham Register of Deeds

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Sixteen Thousand and no/100 Dollars, The Mortgage of \$16,000.00 given by Ethen A. Sims, et al to The Pioneer Mortgage Company, dated March 19, 1931 and recorded in Vol. 77 at page 269 of the records of Douglas County, Kansas, upon which there has now been advanced and now remains owing and unpaid the principal sum of \$16,000.00 is hereby assigned, together with the note and all securities thereto, to The Security Benefit Association of Topeka P. O., State of Kansas.
 Dated April 9, 1931

Attest Arch M. Catlin
 Secretary

THE PIONEER MORTGAGE COMPANY,
 By J. E. Sleeper
 Vice-President

Corp. Seal.

STATE OF KANSAS, COUNTY OF SHAWNEE, SS.

Be It Remembered, That on this 9th day of April 1931 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared J. E. Sleeper to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President; and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.
 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Legal Seal

My commission expires January 12, 1933

Katherine Robinson Notary Public

Recorded May 11, A. D. at 9:00 A. M. - 1931.

Elaine E. Cunningham Register of Deeds

This Release
 was written
 by the original
 mortgagee
 thirty (30) days
 after the day
 of recording.
 H. E. De Tar

The Wellsville Mortgage having been paid in full, it is hereby released on this
 the original instrument with this 24th day of February, 1938.
 J. E. Sleeper, Vice Pres.
 Pioneer M. Co. Sec. Cashier.

(Corp. Seal)

Recorded May 8, A. D. 1931 at 9:09 A. M.