

SAML DODDsworth STATIONERY CO KANSAS CITY MO 64104

## MORTGAGE

Ex. No. 1356

Fee Paid \$2.00

THIS INDENTURE, Made this 28th day of April in the year of our Lord nineteen hundred thirty one between George A. Ott, and Mary A. Ott his wife of Eudora in the County of Douglas and State of Kansas, of the first part and J. C. McArthur of Brewster Kansas, of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of One Dollar (\$1) and of the further covenants, agreement and advancements hereinafter specified 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 his successors 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 East one half (E $\frac{1}{2}$ ) of the North one half (N $\frac{1}{2}$ ) of the north West Quarter (NW $\frac{1}{4}$ ) of section Twelve (12) township Thirteen (13) Range Twenty (20) less the right of way to State highway number ten in the amount of one and sixty nine hundredths acres.

This is given as security for a note of even date herewith in the amount of one thousand Dollars which note is payable in five years after date with interest at the rate of six per cent per annum interest payable annually from date Parties of the first part have the option of paying the principal and interest in full at any interest paying date, and thus releasing this obligation with all the appurtenances and all the estate, title and interest of the parties of the first part therein.

And the said grantors do hereby covenant and agree that at the delivery hereof they 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 except a mortgage in the sum of Twenty five hundred dollars of record.

This grant is intended as a mortgage to secure the payment of any sum or sums of money the second part, or its assigns to the parties of the first part herein or either of them at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all the moneys arising from such sale, to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the overplus, if any there by, shall be paid by the party making such sale, on demand to said party of the first part their heirs and assigns. This is a second mortgage on the above land.

IN WITNESS WHEREOF, The part--- of the first part ha---hereunto set---hand and seal the day and year first above written.

Signed sealed and delivered in presence of

George A. Ott (Seal)  
Mary A. Ott (Seal)

STATE OF KANSAS, DOUGLAS, COUNTY, SS.

BE IT REMEMBERED, That on this 28th day of April A. D. 1931 before me, the undersigned, a Notary Public in and for said County and State came George A. Ott and Mary A. Ott his wife, to me personally known to be the same persons who executed the foregoing instrument of writing 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

My commission Expires January 23rd 1933.

F. B. Dodds Notary Public

Recorded May 11 A. D. 1931 at 10:00 A. M.

*Eric C. Cunningham*

Register of Deeds

## MORTGAGE

THIS INDENTURE, Made this 9th day of May in the year of our Lord, one thousand nine hundred and Thirty-one between Fred J. Trusheim, Mary I. Trusheim, his wife, Eva Trusheim, single; Charlotte M. Hoke and Paul E. Hoke, her husband of LeLoup, Franklin County, Kansas, and J. D. Trusheim and Sarah G. Trusheim, his wife, of Beldwin in the County of Douglas and State of Kansas parties of the first part, and The Ottawa Mortgage Company, a corporation under the laws of Kansas, located at Ottawa, Franklin County Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$800.00 Eight Hundred and 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 successors 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 North half (N $\frac{1}{2}$ ) of the South three-fourths (3/4) of the South-west quarter (4) of Section Seven (7) Township Fifteen (15) Range Twenty-one (21) in Douglas County, Kansas, 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 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free 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 not less than \$ none Dollars each and shall deliver all policies of Insurance written on buildings to said second party and should said first party neglect so to do the legal holder hereof may effect such insurance and recover of said first party the amount paid therefore with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

Ex. No. 1357

Fee Paid \$2.00

*The Department of the State, Kansas City, Mo. 64104*