

MORTGAGE RECORD No. 77

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paid, together with the costs and charges of making such sale to be taxed as other costs in the suit.
IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Archibald B. Oliver (Seal)

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 26th day of September A. D. 1931 appeared before me, a Notary Public in and for said County and State, Archibald B. Oliver, a single man to me personally known to be the same person who executed the foregoing mortgage and duly acknowledged the execution thereof.
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 Nov. 8, 1934

Wilder S. Metcalf Notary Public

Recorded Sept. 26, A. D. 1931 at 11:00 A. M. *Edna B. Cunningham* Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 24th day of September in the year of our Lord nineteen hundred and thirty-one between Frederick H. Moore, a widower (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and The Liberty Life Insurance Company of Topeka, Kansas, of the second part,

WITNESSETH, That the party of the first part, in consideration of the sum of \$600.00 Six Hundred and 00/100 Dollars to him in hand paid the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and convey to the said party of the second part, its successors and assigns forever, the following tract or parcel of land situated in the County of Douglas State of Kansas and described as follows, to-wit: East one-half of the West one-half of the Southwest fractional quarter, less 3 acres railroad right of way of Section 28, Township 11, Range 18 with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is 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; that he has good right to sell and convey said premises and that he will warrant and defend the same against the lawful claims of all persons.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \$600.00 Six Hundred and 00/100 Dollars, and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto; this day executed by the said party of the first part payable to The Liberty Life Insurance Co., or order, at the office of The Liberty Life Insurance Co., Topeka, Kansas, with interest payable semi-annually on the first day of April and October in each year. The party of the first part agrees that he will pay taxes and assessments upon said premises before they shall become delinquent, and he will keep the building on said property insured for \$--- in some approved Insurance Company, payable, in case of loss, to the mortgagee or assigns and deliver the policy to the mortgagee as collateral security thereto.

NOW, If such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments, as provided or if default be made in the agreement to insure then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first part-- agree to pay to said second party or its assigns, interest at the rate of ten per cent per annum, computed semi-annually on said principal sum from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall not exceed the legal rate of ten per cent per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance and may recover for all such payments, with interest at ten per cent per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, its successors or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, Appraisement Waived or not at the option of the party of the second part, and out of the moneys arising from such sale to retain the amount then due, or to become due according to the conditions of this instrument and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Frederick H. Moore (Seal)

STATE OF KANSAS,
COUNTY OF SHAWNEE, SS.

BE IT REMEMBERED, That on this 25th day of September A. D. 1931 appeared before me a Notary Public in and for said County and State, Frederick H. Moore, a widower to me personally known to be the same person who executed the foregoing mortgage and duly acknowledged the execution thereof.

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 June 10, 1934

Aurelia Vesper Notary Public

Recorded Sept. 29, A. D. 1931 at 8:50 A. M. *Edna B. Cunningham* Register of Deeds

Reg. No. 1973
Fee Paid \$1.50

The following is endorsed on the original instrument.
The note herein described having been paid in full this mortgage is hereby released and the lien hereby created discharged.
As witness my hand, this 25th day of Sept. 1932.

Attest: *Edna B. Cunningham*
Register of Deeds

Recorded 749-86 1931
Edna B. Cunningham
Register of Deeds