MOKIGAGE RECORD No. 77

One Hundred Seventeen (117) feet, thence South Fifty (50) feet, thence East One Hundred Seventeen (117) feet, thence North Fifty (50) feet to the place of beginning, in the Northeast Quarter (NE2) of the Northeast Quarter (NE2) of Section Thirty-six (36), Township Twelve (12), Range Mineteen (19) in the City of Lawrence, Kensas.

with allthe appurtenances, and all the estate, title, and interest of the perties of the first part

therein. And the said W. A. Yates and Loretta Yates, his wife, 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 indefensible estate of inheritance therein, free and clear of all incumbrances except two mortgages indefensible estate of inheritance therein, free and clear of all incumbrances except two mortgages

delivery hereof they are the lawful owners of the premises above granted, and selfed of a good and indefessible estate of inheritance therein, free and clear of all innumbrances except two mortgages of record to the Dougles County Building & Lon, on which there is a balance unpaid of \$2800.00. This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of 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 that, as the parties hereto or either of them may now or hereinafter egree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties of the first part berein of the secure any advancements made from time to the parties of the first part or either of them, by the party of the second made from time to the parties of the first part or either of them, by the party of the second made from time to the parties 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 unde 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 mount shall become due and paysible, and it shall be lawful for the said party of the second part, its mount than due for the principel ad interest, together with the cost 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 said and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said amount then due for the principal and interest, together with the cost 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 said parties of the first part their heirs and assigns. IN WIRKES WHERDER, The parties of the first part have hereunto set their hands and seals the day and year first above written.

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Signed sealed and delivered in presence of

W. A. Yates Seal Loretta Vates Seal

F. C. Whipple, Notary Public.

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Douglas County, J BE IT REMEMBERED, That on this fourteenth day of December A. D. 1931, before me, the undersigned, a Notery Public, in and for said County and State, come W. A. Yates and Loretta Yates, 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 of mean fact than written

and year last above written.

Legal Seal My Commission Expires January 27, 1935

Recorded Dec. 16, A. D. 1931 at 9:00 A. M.

MORTGACE

THIS INDENTURE, Made this 4th day of December in the year of our Lord one thousand nine hundred and thirty one, between Phillip Meeder and Gertrude Meeder, his wife of Gerden City, in the County of _______ and State of Kansas parties of the first part, and The Wellsville Bank parties of the second part:

the second port: WITHESETH, That the said parties of the first part, in consideration of the sum of \$3,475.00 Thirty Four Hundred Seventy Five & No/100 DOLLARS, to then duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARDAIN, SELL and MORTADE to the said parties of the second part their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kensas, described as follows, to-wit:

North One-half of the Northeast Quarter of Section Twenty-seven (27), Township Fourteen (14). Range Twenty-One (21),

rtenances, and all the estate, title and interest of the said parties of the first part with the spou herein. And the soid 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 inferesible estate of inheritance therein, free and clear of all encumbrances excepting one certain mortgage of \$2000.00 to Davie-Wellcome Mortgage Co and one Mortgage of \$300.00 to S. D. Moherman. 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, for the benefit of said second party, and shall deliver the policies to said second party, and shall deliver the policies to said second party, and shall deliver the policies to said second party, and shall deliver the policies to said second party, and shall deliver the policies to said second party, and shall deliver the policies to said second party, and shall deliver the policies to said second party, and shall deliver the policies to said second party, and shall deliver the policies to said second party, and shall deliver the policies to said second party, and shall deliver the policies to said second party, and shall deliver the policies to said second party, and shall deliver the party 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 tem per cent per annum, and this mortgage shall atend as security therefor.