

MORTGAGE RECORD No. 77

WITNESS my hand, this 21st day of May 1932.

THE COSMOPOLITAN LIFE INSURANCE COMPANY

Corporate Seal

By E. E. Sallee President.
Marie Sheafor Lake
Secretary

STATE OF KANSAS, SHAWNEE COUNTY, SS.

On this 21st day of May 1932 before me, Naomi S. Wright a Notary Public in and for said County and State, came E. E. Sallee and Marie Sheafor Lake to me personally known to be the same person who executed the above assignment, and duly acknowledged the execution of the same.

WITNESS my hand and official seal, the day and year last above written.

Legal Seal
My commission expires Aug. 12, 1933Naomi S. Wright
Notary Public

Recorded May 26, A. D. 1932 at 9:00 A. M.

Chas. E. Armstrong Register of Deeds

MORTGAGE

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$3475.00 Thirty Four Hundred Seventy Five & 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 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 Kansas, described as follows, to-wit:

Southwest Quarter of Section Twenty Two (22), Township Fourteen (14), 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.

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 of not less than \$_____ Dollars each, and shall deliver the policies 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 therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$3,475.00 Thirty Four Hundred Seventy Five & 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 4th day of December 1931, to the order of said second party its heirs or assigns, with interest at the rate of six percent per annum, privilege given to pay any amount at any interest payment time.

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 their 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 parties 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

George Meeder (SEAL)
Hannah Meeder (SEAL)STATE OF KANSAS,)
FRANKLIN COUNTY,) SS.

BE IT REMEMBERED, That on this 4th day of December A. D. 1931, before me, a notary public in and for said County and State, came George Meeder and Hannah Meeder, husband and 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
My commission expires Feb. 12, 1933

H. E. DeTar Notary Public

Recorded May 27, A. D. 1932 at 9:00 A. M.

Chas. E. Armstrong Register of DeedsExp. No. 1872
Exp. Date 2-12

The following is ordered on the original instrument
The Wellsville Bank having been paid in full of a mortgage released under the
original instrument. This entry of May 1932
The Wellsville Bank
By L. L. Smith the Vice Pres.

H. E. DeTar Notary Public

WAS WRITTEN
ON THE ORIGINAL
MORTGAGE
THIS DAY
OF 1932
H. E. DeTar Notary Public