

MORTGAGE RECORD No. 77

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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 One Hundred (100) acres of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seven (7), Township Twelve (12), Range Twenty (20);
The West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twelve (12), Range Twenty (20);
An undivided one-half interest in: The West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), Township Twelve (12), Range Twenty (20).

with all the appurtenances, and all the estate, title, and interest of the parties of the first part therein.

And the said Ernest W. Young and Mabel Young, 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 indefeasible estate of inheritance therein, free and clear of all incumbrances.

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 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, howsoever 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 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 sales 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 be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in presence of

Ernest W. Young (SEAL)
Mrs. Ernest W. Young (SEAL)

STATE OF KANSAS }
DOUGLAS COUNTY, } SS:

BE IT REMEMBERED, That on this 28th day of June A. D. 1932 before me, the undersigned, a Notary Public, in and for said County and State, came Ernest W. Young and Mrs. Ernest W. Young, his wife, to me personally known to be the same persons who executed the foregoing instrument of writing, and 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 27, 1935

F. C. Whipple
Notary Public

Recorded June 30, A. D. 1932 at 9:00 A. M.

Edw. Connelley Register of Deeds

This Release was written on the original Mortgage as returned this 1st day of July 1932

Handell Bick
Reg. of Deeds
Edw. Connelley
Deputy

Reg. No. 1892
Fee Paid \$1.00

MORTGAGE

THIS MORTGAGE, made the 27th day of June, A. D. 1932, Between Georgiana F. Dolling and Werner F. Dolling her husband Executors, of the County of Douglas, and State of Kansas, parties of the first part, and C. F. Richards party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said C. F. Richards, for money borrowed in the sum of Fifteen Hundred DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 27th day of June, A. D. 1935, being principal note, which note bears interest from date at the rate of seven per cent. per annum, payable semi annually.

Both principal and interest bear interest after maturity at the rate of ten (10) per cent. per annum, payable annually, until paid, and said note is made payable to the order of said C. F. Richards in gold coin of the United States of America, of the present legal standard of weight and fineness, or its equivalent.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of DOUGLAS and State of Kansas, to-wit:

The South Ninety (90) acres of the North West Quarter (NW $\frac{1}{4}$), of Section Thirty-Four (34), Township Thirteen (13), Range Twenty-One (21), county and state aforesaid.
(Except a strip of land in the North East corner, described as follows: Beginning at a point 10 rods North of the S.E. corner of the North half, thence West 20 feet, thence South 12 rods; thence East 20 feet; thence North 12 rods to place of beginning.)

The note herein released having been paid in full, this mortgage is hereby released, and the lien hereby created hereby discharged. The parties of the first part, by their attorneys, have caused this release to be signed by a Notary Public in and for the County of Douglas, State of Kansas. The first National Bank, By F. C. Whipple, Vice President

The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds for the County of Douglas, State of Kansas, on the 30th day of June, A. D. 1932.