

MORTGAGE RECORD No. 77

579

SAMUEL DOWNSWORTH STATIONERY / CO KANSAS CITY MO 64101

MORTGAGE

THIS INDENTURE, Made this 13th day of December in the year of our Lord one thousand nine hundred and thirty two, between Fred Hughes, a single man of Wellsville, in the County of Franklin and State of Kansas party of the first part, and J. M. Dwyer party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of \$4,000.00 Four Thousand & No/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, 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:

East One Hundred Twenty Acres of the Southeast Quarter of Section Thirty-three (33), Township Fourteen (14), Range Twenty-One (21),

with the appurtenances, and all the estate, title and interest of the said party of the first part herein. 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 infeasible estate of inheritance therein, free and clear of all encumbrances whatsoever.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$4,000.00 Four Thousand & No/100 DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said party of the first part, and payable on the 15th day of December 1935, to the order of said second party his heirs or assigns, with interest at the rate of six percent annually, payable semi-annually. 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 party of the second part his 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 party making such sale, on demand, to the said first party or his 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

Fred Hughes (Seal)

State of Kansas.)
Franklin County,) SS.

BE IT REMEMBERED, That on this 13th day of December A. D. 1932, before me, a notary public in and for said County and State, came Fred Hughes, a single man to me personally known to be the same person 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
Commission expires Feb. 12, 1933

H. E. De Tar
Notary Public

Recorded Dec. 15, A. D. 1932 at 10:40 A. M.

Ed. C. Prouty Register of Deeds

This Release was written on the original Mortgage entered this 22 day of December 1932
H. E. De Tar
Notary Public
Deputy

MORTGAGE

THIS INDENTURE, Made this twenty-seventh day of September in the year of our Lord nineteen hundred thirty-two, between Fred V. Lewis and Anna M. Lewis, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and THE FIRST NATIONAL BANK, a banking corporation of Lawrence, Kansas, of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and 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, 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 Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13), Township Twelve (12), Range Nineteen (19).

Commencing Forty-five (45) rods north of the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13), Township Twelve (12), Range Nineteen (19); thence North thirty-five (35) rods; thence West eighty (80) rods; thence South thirty-five (35) rods; thence East Eighty (80) rods, containing Seventeen and one-half (17 $\frac{1}{2}$) acres, more or less.

The South Twenty-two and one-half (22 $\frac{1}{2}$) acres of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13); Also the North Twenty-nine and one-half (29 $\frac{1}{2}$) acres of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirteen (13), all in Township Twelve (12), Range Nineteen (19) East of the 6th P. M.

Commencing Forty (40) rods South of the Northeast corner of Southeast Fractional Quarter (SE fr.) of the Northwest Fractional Quarter (NW fr.) of Section Thirteen (13), Township Twelve (12), Range Nineteen (19); thence West Eighty (80) rods; thence South to the Kansas River about Forty (40) rods; thence southeasterly on the line of said river to the east line of said fractional quarter; thence North to place of beginning Sixty (60) rods more or less, containing Twenty-four (24) acres, more or less.

Req. No. 2026
The following is endorsed on the original instrument:
I have hereon described having been paid in full, this mortgage is hereby released and the land hereby created discharged.
J. M. Dwyer
Notary Public
Deputy