MORTGAGE

THIS INDENTURE, Made this 19th day of Dec., in the year of our Lord one thousand nine hundred and thirty two, between Clara C. Mignot and Lucien E. Mignot, Wife and Husband of Wellsville, in the County of Douglas and State of Kansas parties of the first part, and John Prescoles Sr., party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of $3300.00 (Thirty eight hundred 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 party of the second part his 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:

The East one-half (½) of the South-west Quarter (¼) and the West forty (40) acres of the south-east Quarter (¼) all in Section Thirty-three (33) 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 therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawfull owners of the premises above granted, and seized of a good and indefeasible 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 $3300.00 (Thirty Eight Hundred DOLLARS), according to the terms of a certain mortgage note of even date, this day executed by the said party of the first part, and payable on the 19th day of Dec. 1937, to the order of said second party.

Said note to bear interest at the rate of 7% per annum interest payable annually.

And this conveyance shall be void if such payment be made as in the note 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 lawfull 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 money 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

Clara C. Mignot (Seal)
Lucien E. Mignot (Seal)

STATE OF KANSAS,)
) SS.
FRANKLIN COUNTY,)

BE IT REMEMBERED, That on this 19th day of Dec., A. D., 1932, before me, a Notary public in and for said County and State, came Clara C. Mignot and Lucien E. Mignot 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
Commission expires Feb. 24th, 1936

H. E. Jewell
Notary Public

Recorded Dec. 21, A. D. 1932 at 9:15 A. M.

Register of Deeds

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MORTGAGE

THIS INDENTURE, Made this twentieth day of December in the year of our Lord nineteen hundred thirty-two, between Emil W. Heck and Minnie E. Heck, his wife, of _____ 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 (NW¼) of the Southwest Quarter (SW¼) (also known as Lot Three) in Section Eighteen (18), Township Twelve (12), Range Twenty (20), containing Thirty-three and thirty-two hundredths (33.32) acres, more or less.
All of the South Half (S½) of the Northeast Quarter (NE¼) of Section Twelve (12), Township Twelve (12), Range Nineteen (19), containing Eighty (80) acres more or less.

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

And the said Emil W. Heck and Minnie E. Heck, his wife, do hereby covenant and agree that at the delivery hereof they are the lawfull 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 hereinor 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;