

MORTGAGE RECORD No. 79

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State of Kansas, Shawnee County, ss.

BE IT KNOWN, That on this 9th day of October A. D. 1936, before me, a Notary Public, in and for said county, personally appeared J. F. Slaughter President of The Farm Mortgage Trust Company, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said President, and then and there acknowledged the execution of said instrument to be his voluntary act and deed, and the voluntary act and deed of said company, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal on the day last above written.

Legal Seal
My Commission expires May 16, 1937

S. L. Pearson
Notary Public

Recorded June 28, A. D. 1937 at 9:30 A. M.

Charles C. Cantelero - Register of Deeds

MORTGAGE

THIS INSTRUMENT, Made this 22nd day of June, A. D. 1937, by and between RAYMOND H. STANLEY and LILLIAN STANLEY, his wife, of the County of Douglas, and State of Kansas, party of the first part, and THE FARM MORTGAGE COMPANY, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of TWO HUNDRED TWENTY FIVE AND NO/100 Dollars, the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same shall due, both hereby GRANT, BARGAIN, SELL, and MORTGAGE to said party of the second part, its successors and assigns, forever, the following-described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas, State of Kansas, to-wit:

The West Half of the Southeast Quarter of the Southwest Quarter of Section Twenty-seven (27) and the North Seventy (70) acres of the Northwest Quarter of Section Thirty-four (34); all in Township Thirteen (13), Range Twenty-one (21), East

of the Sixth Principal Meridian, containing 90 acres, more or less, according to government survey, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage of \$5,500.00 to The Travelers Insurance Company dated May 21st, 1937, covering the above-described real estate, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of THE FARM MORTGAGE COMPANY in obtaining an extension of a loan for the party of the first part, secured by the prior mortgage of \$5,500.00 hereinafter referred to; and the notes by this mortgage secured do not cover any portion of the interest on said prior mortgage, and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.

The said sum of \$225.00 hereby secured is evidenced by ten notes of even date herewith, executed by the party of the first part and payable to the order of the party of the second part as follows:

\$22.50 on the first day of January, 1937	\$22.50 on the first day of July, 1937
\$22.50 on the first day of January, 1938	\$22.50 on the first day of January, 1938
\$22.50 on the first day of January, 1939	\$22.50 on the first day of January, 1939
\$22.50 on the first day of January, 1940	\$22.50 on the first day of January, 1940
\$22.50 on the first day of January, 1941	\$22.50 on the first day of January, 1941
\$22.50 on the first day of January, 1942	\$22.50 on the first day of January, 1942
\$22.50 on the first day of January, 1943	\$22.50 on the first day of January, 1943
\$22.50 on the first day of January, 1944	\$22.50 on the first day of January, 1944
\$22.50 on the first day of January, 1945	\$22.50 on the first day of January, 1945
\$22.50 on the first day of January, 1946	\$22.50 on the first day of January, 1946
\$22.50 on the first day of January, 1947	\$22.50 on the first day of January, 1947

bearing interest as provided in said notes.

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell in entirety and not in parcels, the premises hereby granted, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; 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 said party of the first part, and the party of the second part is expressly authorized to keep said premises free from all liens of whatever nature, and to pay any and all sums necessary to protect the title to said premises including attorneys' fees necessarily incurred in all actions in defending such title or the validity of this mortgage; and if said prior mortgage be held by another than the second party, then any part of principal or interest secured hereby, and taken up, held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, The said party of the first part has hereunto set their hands.

Raymond H. Stanley
Lillian Stanley

STATE OF KANSAS, }
Douglas County, } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of June, 1937, personally appeared RAYMOND H. STANLEY and LILLIAN STANLEY, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and duly acknowledged to me the execution of the same.

WITNESS my hand and official seal the day and year above set forth.

Legal Seal
My Commission Expires 7-25-35.

H. A. Schubert
Notary Public.

Recorded June 29, A. D. 1937 at 9:50 A. M.

Charles C. Cantelero - Register of Deeds

Res. No. 218
File Paid - 589

The following is endorsed on the original mortgage:
Enclosed with this is a copy of the mortgage for the purpose of being filed in the office of the Register of Deeds, Shawnee County, Kansas, on June 28, 1937.
By the Farm Mortgage Company

This Release was written on the original Mortgage entered this 27th day of June, 1937.
Paul C. Red
Paul H. Nelson
Register of Deeds