

MORTGAGE RECORD No. 79

of such mortgage is hereby acknowledged and the same is hereby released.
Dated this 15th day of June, A. D. 1933

E. F. Emery

State of Kansas, }
Douglas County, } SS.

BE IT REMEMBERED, That on this 15th day of June A. D. 1933 before me P. C. Whipple a Notary Public in and for said County and State, came E. F. Emery to me personally known to be the same person who executed the foregoing instrument of writing, 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 Jan. 27, 1935

P. C. Whipple
Notary Public.

Recorded July 1, A. D. 1933 at 4:35 P. M.

Wm. D. Connelley Register of Deeds

MORTGAGE

Reg. No. 2187
For Public Record

THIS INSTRUMENT, Made this 2nd day of January, in the year of our Lord one thousand nine hundred thirty three, between Charles J. Fawl and Jennie E. Fawl, husband and wife, in the County of Shawnee and State of Kansas, of the first part, and The Kansas State Bank Overbrook, Kansas, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty Three Hundred & 00/100 DOLLARS, to then 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, their 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 Southeast Quarter (1/4) of Section Thirty One (31), Township Fourteen (14), Range Eighteen (18), East of the Sixth P. M.,

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 lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Thirty Three Hundred & 00/100 DOLLARS, according to the terms of two years certain promissory note this day executed by the said parties of the first part, to the said party of the second part; said note being given for the sum of Thirty Three Hundred & 00/100 DOLLARS, dated January 2nd, 1933, due and payable in two years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of fifteen Hundred & 00/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, their successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law—appraisal hereby waived or not, at the option of the party of the second part, their successors or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, 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 parties of the first part their heirs or assigns.

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

Signed and delivered in presence of

Charles J. Fawl (Seal)
Jennie E. Fawl (Seal)

State of Kansas, Osage County, SS.

BE IT REMEMBERED, That on this 9th day of May, A. D. 1933, before me, the undersigned, a _____ in and for the County and State aforesaid, came Charles J. Fawl and Jennie E. Fawl, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal seal, on the day and year last above written.

Legal Seal
My Commission Expires May 8, 1935

Edw. H. Platt
Notary Public
(My commission expires May 8 - 1935)
Wm. D. Connelley Register of Deeds

Recorded July 7, A. D. 1933 at 8:35 A. M.

THE FOLLOWING IS FILED ON THE ORIGINAL INSTRUMENT:
535 09.00
Received of Charles J. Fawl and Jennie E. Fawl, the sum of Thirty Three Hundred and 00/100 Dollars, in full satisfaction of the within Mortgage.
Wm. D. Connelley
Notary Public
My Commission Expires May 8, 1935
The Release of this instrument is hereby acknowledged by the parties of the first part, and the same is hereby released.