

# MORTGAGE RECORD No. 79

## MORTGAGE

THIS INDENTURE, Made this 1st day of May, A. D. 1933, by and between ARTHUR E. OTT and CLARA OTT, his wife, of the County of Douglas, and State of Kansas, party of the first part, and THE PIONEER 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 THREE HUNDRED FIFTY AND NO/100 Dollars, the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth 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 Southwest Quarter of Section Seventeen (17), Township Thirteen (13), Range Twenty-one (21), East

of the Sixth Principal Meridian, containing 160 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 or \$7,500.00 to The Travelers Insurance Company dated April 17th, 1923, 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 PIONEER MORTGAGE COMPANY in obtaining an extension — a loan for the party of the first part, secured by the prior mortgage of \$7,500.00 hereinbefore 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 \$350.00 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:

\$35.00 on the first day of November, 1933	\$35.00 on the first day of May, 1937
\$35.00 on the first day of May, 1934	\$35.00 on the first day of November, 1937
\$35.00 on the first day of November, 1934	\$35.00 on the first day of May, 1938
\$35.00 on the first day of May, 1935	\$ on the first day of, 19
\$35.00 on the first day of November, 1935	\$ on the first day of, 19
\$35.00 on the first day of May, 1936	\$ on the first day of, 19
\$35.00 on the first day of November, 1936	\$ on the first day of, 19

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 thereby, and taken up, held or owed 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 TESTIMONY WHEREOF, the said party of the first part has hereunto set their hands.

Arthur E. Ott  
Clara Ott

State of Kansas, )  
                          ) SS.  
Douglas County, )

Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of June, 1933, personally appeared ARTHUR E. OTT and CLARA OTT, 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 May 16, 1936

Kelvin Hoover  
Notary Public.

Recorded July 7, A. D. 1933 at 3:40 A. M.

*Paul A. Anthony* — Register of Deeds

## ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, I hereby sell, transfer and assign to H. J. Hanna, all my right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Frank Watts & wife, & Lorin Watts, to The Merchants Loan & Savings Bank, which mortgage is recorded in Book 74 of Mortgages, Page 525, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of July 1933.

M. Cohen

Reg. No. 215  
Fee Paid 75/-

*The amount secured by this mortgage has been paid in full.  
and the same is hereby cancelled.  
This Pioneer Mortgage Company  
By J. E. Roel-gough  
Secretary and Treasurer*

(Copy Seal)

This Release  
was written  
on the original  
Mortgage  
entered  
this day  
of June  
1933  
*Harold H. Red*  
Reg. of Deeds  
*Karl Fisher*  
Deputy