

MORTGAGE RECORD No. 79

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

Legal Seal
My commission expires Nov. 24 - 1933

J. A. Cordts
Notary Public.

Recorded Nov. 13th, A. D. 1933 at 9:00 A. M.

John A. Cordts Register of Deeds

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this First day of November, in the year of our Lord one thousand nine hundred thirty three, between Boyd P. Scott and Cora A. Scott his wife in the County of Shawnee and State of Kansas, of the first part, and L. B. MYERS, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand 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:

Beginning at the South West Corner of the South West Quarter of Section Thirty four (34) in Township Eleven (11) Range Eighteen (18) east of the Sixth Principal meridian, thence North, along section line, Sixty (60) rods thence East Nineteen (19) rods, Seven (7) feet and Eight (8) inches, thence North 64 Degrees East, Forty seven (47) rods to the center of Coon Creek, thence following the center of Coon Creek to the South line of said quarter section, thence West along said quarter section line to place of beginning, containing 33 acres more or less.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Boyd P. Scott and Cora A. Scott, his wife 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, no exceptions 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 One thousand and no/00 DOLLARS, according to the terms of one certain promissory note this day executed by the said Boyd P. Scott and Cora A. Scott to the said party of the second part; said note being given for the sum of One thousand and no/00 DOLLARS, dated November 1st 1933, due and payable in five years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment be made as in said note is hereinafter specified. And the said parties 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 One thousand and no/00 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, his executors and administrators 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, his executors, administrators, 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 Boyd P. Scott and Cora A. Scott 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
Mrs. Kate Wizer

Boyd P. Scott (Seal.)
Cora A. Scott (Seal.)

State of Kansas, Shawnee County, SS.

BE IT REMEMBERED, That on this 8th day of November, A. D. 1933, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Boyd P. Scott and Cora A. Scott, his wife, 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, on the day and year last above written.

Legal Seal
(My commission expires Jan. 18, 1937)

G. F. Campbell
Notary Public

Recorded Nov. 13, A. D. 1933, at 9:05 A. M.

John A. Cordts Register of Deeds

Her. No. 2274
FILED

THE FOLLOWING IS INDEXED IN THE ORIGINAL INSTRUMENT
1933 Nov. 13 - Dec. 10 - 1933
Recorded of Boyd P. Scott & Cora A. Scott, the first named Mortgagee for promissory note No. 1274 of 10
the sum of One thousand and no/00 Dollars, in full
satisfaction of the within Mortgage.
W. F. Clark
Shawnee Co. 1274

Boyd P. Scott, Nov. 13, 1933
Cora A. Scott, Nov. 13, 1933
G. F. Campbell, Notary Public