

## MORTGAGE RECORD No. 79

and conditions shall remain in force except as herein modified.

IN WITNESS WHEREOF, the said FRED LEWIS HOWARD and MYRTLE RUTH HOWARD, his wife, have hereunto set their hands and seals this 24th day of April, 1934.

Fred L. Howard SEAL  
Myrtle Ruth Howard SEAL

STATE OF KANSAS }  
County of Douglas } ss:

On this 16 day of May, 1934, before me personally appeared FRED LEWIS HOWARD and MYRTLE RUTH HOWARD, his wife, to me known to be the persons described in, and who executed the foregoing instrument, and to whom I made known the contents thereof, and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year last above written.

Legal Seal  
My term expires April 25-1935

W. A. Schaal  
Notary Public.

Recorded May 18, A. D. 1934 at 8:15 A. M.

*W. A. Schaal* Register of Deeds

## MORTGAGE

THIS MORTGAGE, Made this \_\_\_\_\_ day of February in the year of Our Lord One Thousand Nine Hundred and Thirty-four by and between Alice Morgan and R. E. Morgan, her husband, James McMarie, a single man, and Charles L. McMarie, of the County of Douglas and State of Kansas parties of the first part, and Elmer E. Martin party of the second part.

WITNESSETH, That said parties of the first part, for and in consideration of the sum of five hundred (\$500) DOLLARS to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The West One-half (½) of the North One-half (½) of the Northeast One-quarter (NE¼) of Section Seventeen, Township Fifteen (15), Range Twenty (20), in Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever: PROVIDED, ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said Charles L. McMarie has this day executed and delivered his one certain promissory note in writing to the party of the second part, payable at office of E. E. Martin in Kansas City, Kansas as follows, to-wit:

Copy

Kansas City, Kansas, Feb. \_\_\_\_\_ 1934

One year after date, for value received, I promise to pay to the order of Elmer E. Martin \$500.00 Five hundred and no/00 DOLLARS at office of E. E. Martin in Kansas City, Kansas with interest at 7 per cent. per annum from date until paid. Interest payable semi-annually

Due Feb. 1935  
No. \_\_\_\_\_

Chas. L. McMarie

This note is secured by Mortgage \_\_\_\_\_ W. ½ of N. ½ of NE ¼ of sec. 17, Township 15, R. 20 Douglas County, Kansas

NOW, if the said Charles L. McMarie shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgage premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part his heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent. per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of five hundred (\$500) Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in his own name, and the premium or premiums, costs, charges and expenses for

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*The following is contained on the original instrument  
Elmer E. Martin the mortgage within named, to-wit: cutting that the within Mortgage is fully  
paid, and discharged, and acting as the Register of Deeds of Douglas County, Kansas, to  
be of record in the office of the Register of Deeds of Douglas County, Kansas, Feb. 7, 1936  
Chas. L. McMarie*

*W. A. Schaal*  
Notary Public  
My term expires April 25-1935