

MORTGAGE RECORD No. 79

211

IN WITNESS WHEREOF, The said mortgagee has caused these presents to be signed in its name by its president, and its corporate seal to be affixed, attested by its secretary at Topeka, Kansas, on this 24th day of May, 1934.

Corp. Seal

The Bank Savings Life Insurance Company
By J. N. Mitchell President
Attest: A. O. Runkel, Secretary

ACKNOWLEDGMENT

State of Kansas, Shawnee County, ss.

Before me, the undersigned Notary Public, in and for said County and State, on this 24th day of May, 1934, personally appeared J. N. Mitchell to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Legal Seal
My commission expires May 27, 1937

Florence C. Fager
Notary Public

Recorded May 25", A. D. 1934 at 1:00 P. M.

Wm. E. Conington Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 22nd day of May in the year of our Lord one thousand nine hundred and thirty four, between William A. Clevenger and Elizabeth Clevenger, his wife of Wellsville, in the County of Douglas and State of Kansas parties of the first part, and H. L. O'Neil party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1,600.00 Sixteen Hundred & No/100 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:

Northeast Quarter of the Northeast Quarter of Section Seventeen (17), Township Fifteen (15), Range Twenty-One (21),

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$ Twelve Hundred & No/100 Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1,600.00 Sixteen Hundred & No/100 DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 22nd day of May 1937, to the order of said second party his heirs or assigns. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

William A. Clevenger (Seal)
Elizabeth Clevenger (Seal)

STATE OF KANSAS. }
Franklin County, } SS.

BE IT REMEMBERED, That on this 22nd day of May A. D. 1934, before me, a notary public in and for said County and State, came William A. Clevenger and Elizabeth Clevenger, his wife to me personally known to be the same persons who executed the foregoing instrument, 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 Commission expires Feb. 12, 1937

H. E. DeFar, Notary Public

Recorded May 26, A. D. 1934 at 2:50 P. M.

Wm. E. Conington Register of Deeds

Mar. No. 440
1934

(The foregoing is entered in the Original Substantive)
On this the original instrument filed for record in the County of Douglas, Kansas, this 24th day of May, 1934.
H. E. DeFar

This Release was written on the original mortgage entered this 24th day of May, 1934.

Harold A. DeFar
Reg. of Deeds
Ruth Allen
Deputy