

## MORTGAGE RECORD No. 79

both principal and interest. First payment of \$10.00 due on August 2nd 1934, and a like sum each month thereafter until the total amount of indebtedness to the Association has been paid in full.

Now, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive appraisal.

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

Marvin C. Hyre  
Eunice V. Hyre

State of Kansas )  
County of Douglas ) ss.

Be it remembered, that on this third day of July, A. D. 1934, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Marvin C. Hyre and Eunice V. Hyre, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

Legal Seal  
My Commission expires October 18, 1936

I. C. Stevenson Notary Public

Recorded July 3, A. D. 1934 at 8:30 A. M.

Shirley E. Burton Register of Deeds

## MORTGAGE

THIS INDENTURE, Made this 28th day of June in the year of our Lord one thousand nine hundred and thirty four, between John Selzer and Carrie Selzer, his wife of Eudora, in the County of Douglas and State of Kansas parties of the first part, and The Wellsville Bank parties of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$800.00 Eight 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 its 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:

South one-half of the Southeast Quarter of Section Twenty (20), Township Fourteen (14), 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 owners 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 \$\_\_\_\_\_ Dollars each, and shall deliver the policies to said second part, and should said first party neglect so to do, the legal holder thereof 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 \$800.00 Eight 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 27th day of December 1934, to the order of said second party its 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 parties of the second part their 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

John Selzer (Seal)  
Mrs. Carrie Selzer (Seal)

STATE OF KANSAS )  
Franklin County, ) SS.

BE IT REMEMBERED, That on the 26th day of June A. D., 1934, before me, a Notary Public in and for said County and State, came John Selzer and Carrie Selzer, his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.