

## MORTGAGE RECORD No. 79

## MORTGAGE

THIS INDENTURE, Made this 15th day of Aug. in the year of our Lord one thousand nine hundred and thirty four, between Fred D. Miller and Mattie Miller, his wife of Palmyra, 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 \$8,000.00 Six Thousand & 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:

Northeast Quarter of Section Six (6), Township Fifteen (15), Range Twenty-One (21), containing 157.60 acres more or less

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 \$2,000.00 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 \$8,000.00 Six Thousand & 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 1st day of March 1940, to the order of said second party its heirs and assigns, with interest at the rate of 5% per annum interest payable annually, interest to start as of March 1st. 1935.

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 its 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  
Mrs. Dean Dorman  
Mrs. Pearl Miller

Fred D. Miller (Seal)  
Mattie Miller (Seal)

STATE OF MISSOURI, }  
NODAWAY COUNTY, } SS.

BE IT REMEMBERED, That on this 18th day of August A. D., 1934, before me, a Notary Public in and for said County and State, came Fred D. Miller and Mattie Miller 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 June 4th. 1938.

John F. Roelofson  
Notary Public.

Recorded Aug. 27, A. D. 1934 at 9:05 A. M.

*John E. Armstrong* Register of Deeds

## PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS, DOUGLAS COUNTY, SS:

KNOW ALL MEN BY THESE PRESENTS, That I, George Dooking, Vice President, The First Savings Bank of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated August 31, 1932, made and executed by Mrs. Estella A. Lindsay, a widow of the first part, to The First Savings Bank, Lawrence, Kansas of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 78, page 507, on the 17th day of September A. D. 1932 is as to

Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section Twenty-six (26), Township Twelve (12) South, Range Nineteen (19), East, thence West along the north line of the Southeast Quarter of the Southeast Quarter of said section Twenty-six (26), 228 feet to the East right of way of the County road, thence South 53°41' West along the East right of way of the County Road, 310 feet, thence North 69° East 510 feet to point of beginning, containing 48/100 acres.

in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED. This release is given on the

Aug. 24, 1934  
See Paid 12-00

*The Within Mortgage having been paid in full, it is hereby released on this 24th original instrument, this 2nd day of August 1940*  
*The Wellsville Bank*  
*By F. W. H. Miller, Vice Pres.*

*Attest N. E. De Jav*  
*Copied*

*This Release was written on the original Mortgage and filed in the office of the Register of Deeds of Douglas County, Kansas.*  
*John E. Armstrong*