

## MORTGAGE RECORD No. 79

## MORTGAGE

THIS INDENTURE, Made this 15th day of November in the year of our Lord one thousand nine hundred and thirty four between Walter Revey and Olive Revey, his wife of Palmyra Township, in the County of Douglas and State of Kansas parties of the first part, and The Welleville Bank party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$500.00 Five 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:

East One-half of the Southeast Quarter of Section Thirteen (13), Township Fifteen (15) Range Twenty (20)

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 excepting one certain mortgage in the amount of Nineteen Hundred Dollars payable to Effie Scott.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$500.00 Five 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 15th day of November 1939 to the order of said second party, its heirs or assigns with interest at the rate of 5% per cent per annum, payable annually. 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 be 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 party 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

Walter Revey (Seal)  
Olive Revey (Seal)

STATE OF KANSAS,  
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 15th day of November A. D. 1934, before me, a Notary Public in and for said County and State, came Walter Revey and Olive Revey, 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. 13, 1937

H. E. DeTrar  
Notary Public

Recorded November 30, A. D. 1934 at 10:45 A. M.

*Edna E. Connelley* Registrar of Deeds

\*\*\*\*\*  
RELEASE OF MORTGAGE.  
#97,563

KNOW ALL MEN BY THESE PRESENTS: That the debt secured by a mortgage made by Elmer E. Kiefer and Ellen J. Kiefer, his wife to The Union Central Life Insurance Company, of Cincinnati, Ohio on the South 50 acres of the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Sec. 29, Twp. 12, Range 19 East of the 6th P.M., Douglas County, Kansas dated August 8th, 1916 which is recorded in Book 46 Page 468 of the records of Douglas County, Kansas has been paid in full, and said mortgage is hereby satisfied, discharged and released.

This release is to take the place of one endorsed on the original mortgage, on or about May 11th, 1923, and not shown of record.

Dated at Cincinnati, Ohio, this 20th, day of October, A. D. 1934.

WITNESS

H. Allan  
H. Neal

Corp. Seal

THE UNION CENTRAL LIFE INSURANCE COMPANY

By Louis Breiling  
Louis Breiling Vice President.

Geo. Fansiera Asst't Treasurer.  
Geo. Fansiera

STATE OF OHIO :

:-SS

COUNTY OF HAMILTON :

BE IT REMEMBERED That on the 20th day of October, 1934 before me, Clyde W. Miller, the subscriber, a Notary Public within and for said County, personally came THE UNION CENTRAL LIFE INSURANCE COMPANY, a Corporation, by Louis Breiling its Vice-President and Geo. Fansiera its Asst't Treasurer, personally known to me to be the same persons who executed the foregoing instrument and also to be the Vice-President and Asst't Treasurer respectively of the grantor in the foregoing instrument, and duly acknowledged the execution thereof to be the voluntary act and deed of said Corporation for the uses and purposes therein mentioned.

Reg. No. 2592  
Rev. No. 120

*The Within Mortgage having been paid in full, it is duly released on this the original instrument - the 15th day of October 1941. The Welleville Bank  
C. W. Weller, Vice Pres  
Collect: H. E. DeTrar  
Clerk  
(Corp Seal)*

*This release was original mortgage entered 2/11/37 10 W. H. DeTrar*

*This release*