

MORTGAGE RECORD No. 79

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Missouri, the day and year last above written.

Legal Seal

My commission expires July 2 - 1935.

Cecelia B. Cole Notary Public
in and for said County and State.

Recorded Dec. 10th, A.D. 1934 at 2:20 P. M.

E. E. Campbell Register of Deeds.

FIRST MORTGAGE.

THIS INDENTURE, Made this 8th day of December, in the year of our Lord nineteen hundred and thirty-four, between B. P. Scott and Cora A. Scott, his wife of the County of Shawnee, and State of Kansas, of the first part, and The Liberty Life Insurance Company, of Topeka, Kansas, of the second part,

WITNESSETH, That the parties of the first part, in consideration of the sum of \$1800.00--EIGHTEEN HUNDRED and 00/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey to the said party of the second part, its successors and assigns forever, the following tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to-wit:

Begin at the southwest corner of the southwest quarter of Sec. 34, Twp. 11, Range 16 East of the 6th P.M. thence north along the section line 80 rods, thence east 19 rods 7 feet and 8 inches, thence north 84 degrees east 47 rods to the center of Coon Creek, thence following the center of Coon Creek to the south line of said quarter section, thence west along the south line to place of beginning, 33 acres more or less.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. 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 incumbrances; that they have good right to sell and convey said premises, and that they will WARRANT and DEFEND the same against the lawful claims of all persons.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \$1800.00 EIGHTEEN HUNDRED and 00/100 DOLLARS, and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto; this day executed by the said parties of the first part payable to The Liberty Life Insurance Co., or order, at the office of The Liberty Life Insurance Co., Topeka, Kansas, with interest payable semi-annually on the first day of January and July in each year. The parties of the first part agree that they will pay taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings on said property insured for \$5900.00 in some approved insurance company, payable; in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

NOW, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum of any part thereof, or any interest thereon, or of said taxes or principal and interest shall immediately become due and payable at the option of the party of the second part and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or its assigns, interest at the rate of ten per cent, per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent, per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten per cent, per annum, in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, its successors or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, Appraisement Waived or not at the option of the party of the second part, and out of the moneys arising from such sale to retain the amount then due, according to the conditions of this instrument, and interest at ten per cent, per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit.

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

B. P. Scott (SEAL)
Cora A. Scott (SEAL)

STATE OF KANSAS :
: ss.

County of Shawnee :

BE IT REMEMBERED, That on this 8th day of December A.D. 1934 appeared before me, a Notary Public in and for said County and State, B. P. Scott and Cora A. Scott, his wife to me personally known to be the same persons who executed the foregoing mortgage, and duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

My commission expires Jan. 18 1937

G. F. Campbell Notary Public.

Recorded Dec. 11th, A.D. 1934 at 2:00 P.M.

E. E. Campbell Register of Deeds.

RELEASE.

Know All Men By These Presents, That in consideration of full payment of the debt secured by a mortgage made by Jane Fitzpatrick, a widow to The National Reserve Life Insurance Company dated the first day of September, A. D. 1928, which is recorded in Book 75 of Mortgages, page 377 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 14th day of December, 1934