

MORTGAGE RECORD No. 79

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Receiving No. 42

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REAL ESTATE MORTGAGE

THIS MORTGAGE, made this 14th day of January, 1935 between Herbert C. Sanford and Virginia Sanford, husband and wife of Ocheltree County, State of Texas, hereinafter called Mortgagor, whether one or more, and - - Roy L. Sanford - - hereinafter called Mortgagee,

WITNESSETH: That the said Mortgagor, in consideration of the sum of One thousand three hundred thirteen dollars and sixty-seven cents. (\$1313.67) - - DOLLARS to them duly paid, has mortgaged and hereby mortgages to the mortgagee, his heirs and assigns, all the following described real estate situated in Douglas County and State of Kansas to-wit:

All of the South half of the northeast quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$) and the northwest quarter of the northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of section fifteen (15), township twelve (12), range eighteen (18), Douglas County, Kansas.

This mortgage is given subject to a first mortgage in the amount of two thousand one hundred dollars (\$2100.00) given to the Bartlett Mortgage Company of St. Joseph, Missouri, with all improvements thereon and appurtenances thereunto belonging, and warrants the title to the same and waives all claims and rights of homestead and exemption laws. Appraisement waived.

This mortgage is given to secure the payment of \$1313.67 with interest thereon according to the terms of a certain mortgage note, this day executed by the Mortgagor, briefly described as follows: Note No. 1 for \$1313.67 Dollars, due July 1, 1935 dated January 14, 1935, payable to the Mortgagee, or order, Roy L. Sanford, with interest from date until maturity, payable annually on the 1st day of July and in each year according to the terms of said note.

The Mortgagor agrees to pay the said principal sum and the interest thereon as the same mature, and to abstain from the commission of waste on said premises.

Until all sums secured by this mortgage are paid, said Mortgagor agrees to pay all taxes and assessments levied on said premises when due, and all sums necessary to protect the title and possession of said premises and the status of this mortgage, and to keep the buildings on said premises insured against damage by fire and tornado for not less than \$....., with loss, if any, payable to the Mortgagee as interest may appear, and on the failure of the Mortgagor to perform any of these agreements, the Mortgagee, their heirs and assigns, may pay all such sums, and the amount so paid shall be a lien on said premises, collectible in the same manner as the indebtedness hereby secured, with interest at the rate of ten per cent.

Now if the foregoing terms and conditions be performed by the Mortgagor, then this mortgage shall be void; but if default be made in the payment of any note or any part or installment thereof, or interest at maturity, or any interest thereon when due, or the taxes or assessments, or any insurance premium, or any part of either, or if waste be committed on said premises, or if any of the foregoing agreements are not performed promptly, then in any or either of said events, the whole of the indebtedness hereby secured shall, without notice at the option of said Mortgagee, their heirs and assigns become immediately due and payable and bear interest at the rate of ten per cent per annum from date of default until paid, and this mortgage may be immediately foreclosed in the manner provided by law to pay all sums due hereunder, including all costs and expenses incurred in the foreclosure proceedings.

Should proceedings to foreclose this mortgage be instituted, the Mortgagee, his heirs and assigns, shall be entitled to a reasonable attorney fee in the sum of \$125.00, to be taxed as costs in said case, and be secured by this mortgage, and shall be entitled to have a receiver appointed to take charge of the property and all income therefrom.

IN WITNESS WHEREOF, the Mortgagor has hereunto set their hand the day and year above written.

Herbert C. Sanford
Virginia Sanford

STATE OF Oklahoma)
County of Garfield) ss.

Before me, the undersigned a Notary Public in and for said County and State, on this 14th day of Jan., 1935 personally appeared Herbert C. Sanford and Virginia Sanford, husband & wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

(SEAL)

My commission expires Nov. 21, 1935

W. T. Ploof Notary Public,
P. O. Enid - Okla.

Recorded Jan. 25, 1935 at 1:30 O'clock P.M.

Handwritten Signature Register of Deeds.

Receiving No. 54

SATISFACTION OF MORTGAGE

The Farmers Loan and Trust Company, Trustee, of New York City, hereby releases the first mortgage made by A. P. Van Meter & E. A. Van Meter to New England Loan and Trust Company, Des Moines, Iowa, and subsequently assigned to this corporation as trustee, which mortgage is recorded in book 25 page 367 of the records of Douglas County Kansas

Dated at New York this 17th day of February 1897

(SEAL)

THE FARMERS LOAN AND TRUST COMPANY, Trustee.
By Wm. H. Leupp 2nd V P
Attest E. S. Marston Secy.

STATE OF NEW YORK,)
NEW YORK COUNTY.)

Be it Remembered, That on the 17th day of February A.D. 1897, before the undersigned, a Notary Public in and for said County, personally appeared William H. Leupp, 2nd Vice Pres't. of the Farmers Loan and Trust Company, personally to me known to be the identical person who affixed the name of said corporation to the above release as maker, and acknowledged the signature thereto to be the act and deed of said corporation by him, as such officer, thereunto duly authorized, voluntarily done and executed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

W. B. Cardozo

(SEAL)

Notary Public, No. 18,
New York County.

Recorded January 30, 1935 at 9:45 A.M.

Handwritten Signature Register of Deeds.