

MORTGAGE RECORD No. 79

Receiving No. 216

MORTGAGE

THIS INDENTURE, Made this 20th day of February A. D., 1935 between Chas. F. Brown, a single man, of the County of Douglas and State of Kansas party of the first part, and THE FARMERS & BANKERS LIFE INSURANCE COMPANY, of Wichita, Kansas, party of the second part

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Two Thousand Six Hundred Eighty-seven and No/100 - - DOLLARS in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, he sold, and by these presents do grant, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described real estate, lying and situated in the County of Douglas, and State of Kansas, to-wit:

The West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twelve (12), Range Eighteen (18), located in Douglas County, Kansas,

(This is a Purchase Money Mortgage; total purchase price \$3,587.00 of which \$900.00 has been paid and this mortgage for \$2,687.00 given to secure the balance.)

with appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

PROVED ALWAYS, And these presents are upon those express conditions: That if the said party of the first part his heirs and assigns, shall well and truly pay, or cause to be paid to the said party of the second part, its successors or assigns, the sum of Two Thousand Six Hundred Eighty-seven and No/100 - - DOLLARS with interest thereon at the time and in the manner specified in one certain promissory note, bearing date February 20th, A.D., 1935, executed by the party of the first part, payable to the order of THE FARMERS & BANKERS LIFE INSURANCE COMPANY, at its office in Wichita, Kansas, in amount and due as follows: \$250.00 due March 1, 1935; \$250.00 due March 1, 1937; \$500.00 due March 1, 1939; \$500.00 due March 1, 1939; and \$1,187.00 due March 1, 1940, with interest as stated therein until due, and with 10 per cent interest per annum after due until paid, according to the true intent and meaning thereof, then in that case these presents and everything herein expressed shall be absolutely null and void. But on default in payment of any part of the principal or interest of any one of said notes at maturity, or upon the failure to pay insurance premiums due the Company on any Life Insurance Policies assigned with this mortgage or other insurance premiums or taxes falling due, or any lawful assessment upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, if the holder of said note so elects, notice of such election being expressly waived, and this instrument shall be subject to foreclosure according to law. It is also agreed that the Mortgagor or his grantee shall furnish insurance policies in the sum of at least \$2700.00 with usual mortgage loss clause attached, payable to second party or its assigns, and if said insurance is not at all times furnished, second party or its assigns, may procure the same, or if taxes are in default second party, or its assigns, may pay the same, and this mortgage shall stand as security for all sums paid for insurance or taxes, with ten per cent interest thereon. In case of foreclosure and sale the party of the first part hereby waives the right of appraisal of the premises.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Chas. F. Brown

STATE OF KANSAS Shawnee County, ss.

BE IT REMEMBERED, That on this 25th day of February, A.D., 1935, before me, a notary public in and for said County and State, came Chas. F. Brown, a single man, to me personally known to be the same person who executed the within 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.

P. C. Jones

Notary Public

(SEAL)

My commission expires February 27th 1936

Recorded March 7, 1935 at 1:30 P.M.

Receiving No. 222

MORTGAGE

Prop. #28833 A

THIS MORTGAGE, made the 17th day of January, A. D. 1935, between RAYMOND BRECHERISEN and LOUISE BRECHERISEN, his wife, of the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said For purchase money in the sum of TWO THOUSAND FIVE HUNDRED DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith, for TWO THOUSAND FIVE HUNDRED Dollars payable in annual payments, the first payment of Sixty-Two and 50/100 Dollars being payable on the 1st day of March, 1935, and a like amount being payable annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the 1st day of March, 1945, which said sum of TWO THOUSAND FIVE HUNDRED Dollars bears interest at the rate of five and one-half per cent per annum, payable annually, on the 1st day of March - - of each year. Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent per annum, payable annually until paid, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at 765 Broad Street, Newark, New Jersey in lawful money of the United States of America.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreement

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 Fee Paid \$6.75

(Copy filed)
 This document has been filed for recording in the office of the Register of Deeds, Shawnee County, Kansas, on the 25th day of February, 1935, at 1:30 P.M. by P. C. Jones, Notary Public for Shawnee County, Kansas.

This release was written on the original mortgage entered this 25th day of February 1935.

Harold A. Beck
 Register of Deeds
Anthony J. Hall

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 Fee Paid \$6.25