

MORTGAGE RECORD No. 79

STATE OF KANSAS)
COUNTY OF SEDGWICK)ss.

ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of April, 1935, personally appeared C. H. Fawke, Jr. to me personally known and known to me to be the identical person who, as Vice-President of said Bank, subscribed the names of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation (as Agent and Attorney-in-Fact), the Federal Farm Mortgage Corporation, a corporation, and the Land Bank Commissioner, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, to the foregoing instrument; and he, being by me duly sworn, did say that he is such officer, and that the seal affixed to such instrument is the corporate seal of said Bank, and that the same was signed and sealed in behalf of said Bank, as Agent and Attorney-in-Fact for said Corporation and said Commissioner, and was signed in behalf of said Corporation and said Commissioner by said Bank, as Agent and Attorney-in-Fact therefor, all by authority of the Board of Directors of said Bank; and he acknowledged to me that the foregoing instrument was executed by him, as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as Agent and Attorney-in-Fact), said Corporation and said Commissioner, all for the uses and purposes set forth and specified therein.

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

(SEAL) My Commission expires: April 24, 1937

Minnie B. Hume
Notary Public

Recorded May 8, 1935 at 3:21 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 543

MORTGAGE

THIS INSTRUMENT, Made this 2nd day of May in the year of our Lord one thousand nine hundred Thirty-five between Elizabeth H. Vaughn, a widow, of Glendale, in the County of Los Angeles and State of California of the first part, and J. B. Windsor of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Fifteen Hundred & No/100 (\$1500.00) DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his 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:

Lot 19, in Block 6, Lane's First Addition to the City of Lawrence, Kansas.

with the 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 she 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, and that she will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Fifteen Hundred & no/100 (\$1500.00) . . . DOLLARS, according to the terms of one certain promissory note this day executed by the said party of the first part to the said party of the second part; said note being given for the sum of Fifteen Hundred & No/100 (\$1500.00) . . . DOLLARS, dated May 2, 1935, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$45.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Fifteen Hundred & no/100 (\$1500.00) DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof be and become an additional lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, heirs and assigns.

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

Signed, sealed and delivered in presence of
J. E. Hoert

Elizabeth H. Vaughn

State of California, Los Angeles County, SS.

BE IT REMEMBERED, That on this 7th day of May 1935 before me, the undersigned, a Notary Public in and for said County and State, came Elizabeth H. Vaughn, a widow, to me personally known to be the same person who executed the within instrument of writing, 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.

(SEAL)
My commission expires April 3, 1939.

J. E. Hoert
Notary Public in and for said County and State

Recorded May 9, 1935 at 2:15 P.M.

Harold A. Beck Register of Deeds.

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3.72

Recorded August 31, 1937
Harold A. Beck
Register of Deeds
A.D. 1937
J. B. Windsor
The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 31 day of August.