

MORTGAGE RECORD No. 79

conform to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the said party of the second part without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent. per annum after maturity by default, or otherwise, until paid.

When the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect.

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

A. D. Huling
Arah R. Huling

STATE OF KANSAS,)
Miami County)ss.

BE IT REMEMBERED, That on this 26th day of April 1935, before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared A. D. Huling and Arah R. Huling whoto me personally known to be the identical persons who executed the foregoing mortgage deed, and duly acknowledged the execution of the same.

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

G. R. Lofv
Notary Public.
Miami County, Kansas.

(SEAL) My commission expires June 9th 1937

Recorded June 17, 1935 at 2:35 P.M.

Harold A. Cook Register of Deeds.

Receiving No. 704

MORTGAGE

Reg. No. 141
Fee \$3.75

THIS MORTGAGE, Made this 1st day of June in the year of Our Lord One Thousand Nine Hundred and Thirty Five by and between Lena Grubb, a single woman of the County of Okmulgee and State of Oklahoma party of the first part, and John Kemp, Jr. or Winnie V. Kemp, his Wife parties of the second part.

WITNESSETH, That said party of the first part, for and in consideration of the sum of Fifteen Hundred & No/100 ----- DOLLARS to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part and to their heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

All of the North Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Two (2) Township Fifteen (15), Range Twenty (20), containing Eighty (80) acres more or less.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said parties of the second part, and to their heirs and assigns forever; PROVIDED, ALWAYS, and this instrument is made, executed, and delivered upon the following conditions to-wit:

WHEREAS, the said Lena Grubb has this day executed and delivered on certain promissory note in writing to the party of the second part, payable at The Rosedale State Bank, Kansas City, Kas. as follows, to-wit: One note of even date herewith for Fifteen Hundred Dollars, due in Three years, with interest from date at the rate of 5% per annum. Interest payable semi-annually.

NOW, if the said Lena Grubb shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said parties of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the parties of the second part their heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent. per annum from the date of payment of said sums, and costs and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said party of the first part, her heirs and assigns, and all persons claiming under her. And the said party of the first part shall and will at her own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Insurable value Dollars, for the benefit of said parties of the second part; and in default thereof said parties of the second part may effect said insurance in their own names, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

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 in the quiet and peaceable possession of said parties of the second part, their heirs and assigns forever, against the lawful claims of all persons whomsoever.

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

Lena Grubb

The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds of Miami County, Kansas, on June 17, 1935, at 2:35 P.M. The fee thereon is \$3.75. The instrument is subject to the provisions of the Act of March 1, 1933, Chapter 101, Laws of 1933, relating to the recording of instruments.