

MORTGAGE RECORD No. 79

IN WITNESS WHEREOF, it has hereunto set its hand, this 1st day of June, 1935

Executed in presence of
Raymond S. Rees

(CORP. SEAL)

THE PRUDENTIAL INVESTMENT COMPANY
By C. L. Cooke President

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 1st day of June, 1935, before me, the undersigned, a Notary Public in and for said County and State, came C. L. Cooke, President of The Prudential Investment Company, a corporation, who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person duly acknowledged the execution of the same.

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

(SEAL) (Term expires May 17, 1938)

Grace Ferrussel
Notary Public

Recorded June 20, 1935 at 9:45 A.M.

Harold A. Beck
Register of Deeds.

Receiving No. 740

M O R T G A G E

REG. No. 150
Fee Paid \$1.75

THIS INDENTURE, Made this 24th day of June in the year of our Lord one thousand nine hundred Thirty five between Ethel Walters and Albert Walters, her husband, of Olathe, in the County of Johnson and State of Kansas, of the first part, and J. L. Chapman, of the second part:

WITNESSETH, That the said parties of the first part in consideration of the sum of Seven Hundred and no/100 ----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do 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:

Beginning at the Northwest corner of the Northwest Quarter (¼) of Section Six (6), Township Twelve (12), Range Twenty (20), thence running South Fifty (50) rods, thence East One Hundred Fifty seven (157) rods, thence North Fifty (50) rods, thence West One Hundred Fifty seven (157) rods, to the place of beginning all in Douglas County, Kansas,

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, and that they 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 Seven Hundred and no/100 ----- DOLLARS, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part; said note being given for the sum of Seven Hundred and no/100 ----- DOLLARS, dated June 24, 1935, due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note. And this conveyance shall be void if such payment be made as in said note and as hereinafter specified. And the said parties of the first part hereby agree 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 Seven Hundred and no/100 ----- 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 parties 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 cost 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs and assigns.

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

Ethel Walters
Albert WaltersSTATE OF KANSAS,)
Johnson County,) ss.

BE IT REMEMBERED, That on this 24th day of June A. D. 1935 before me, W. D. Morrison, a Notary Public in and for said County and State, came Ethel Walters and Albert Walters, her husband, to me personally known to be the same persons 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 January 7, 1938.

W. D. Morrison
Notary Public.

Recorded June 25, 1935 at 1:40 P.M.

Harold A. Beck
Register of Deeds.

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 11th day of September, A. D. 1937.
Attest: *W. D. Morrison*
Harold A. Beck
Register of Deeds