

## MORTGAGE RECORD No. 79

Receiving No. 865

Reg. No. 183  
Fee Paid \$9.50

## MORTGAGE

THIS INDENTURE, made the 12th day of July A. D. 1935 between David P. Rake and Blanche G. Rake Husband and wife of the County of Douglas and State of Kansas, party of the first part, and Charles Nichols party of the second part,

WITNESSETH, that the said party of the first part, in consideration of the sum of Thirty Eight Hundred ----- Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, his heirs and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The Northwest quarter of Section Twenty Six (26), Township Twelve (12), Range Seventeen (17).

The Mortgage hereby grants renewal privilege to the mortgagors.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, his heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

AND THE SAID David P. Rake and Blanche G. Rake hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, his heirs or assigns, the principal sum of Thirty Eight Hundred -- Dollars, on the twelfth day of July, A. D. 1940, with interest thereon at the rate of four per cent. per annum, payable on the twelfth day of January and July in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said David P. Rake and Blanche G. Rake and payable at Leocompton, Kansas and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

AND the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges, or attorney's fees incurred and paid by the said party of the second part, his heirs or assigns, in maintaining the priority of this mortgage.

AND the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1000.00 in insurance companies acceptable to the said party of the second part, his heirs or assigns, and assign and deliver to him or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, his heirs or assigns, may pay such taxes and assessments, and make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

AND the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, his heirs or assigns, may, without notice, declare the entire debt hereby secured immediately due any payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part his heirs or assigns, shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands the day and year first above written.

David P. Rake  
Blanche G. Rake

State of Kansas, )  
County of Shawnee ) ss.

On this 12th day of July A. D. 1935, before me, a Notary Public, in and for said County, personally appeared David P. Rake and Blanche G. Rake Husband and wife to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

(SEAL) My commission expires Sept. 21, 1938.

Leatha B. Anderson  
Notary Public.

Recorded July 22, 1935 at 2:30 P.M.

W. H. R. B. Register of Deeds.

Receiving No. 870

## SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Helen Hutchings Kinney on Lot number (27) twenty seven on Rhode Island street, in the City of Lawrence Kans. dated the first day of September, A. D. 1925, which is recorded in Book 69 of Mortgages, page 118, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 23rd day of July, A. D. 1935

Cyrus Crane

STATE OF KANSAS, )  
DOUGLAS County, ) ss.

BE IT REMEMBERED, That on this 23rd day of July A. D. 1935 before me Abigail F. Atherton a Notary

*Charles Nichols*  
*of the debt secured by the foregoing mortgage, and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:*  
*Section 26 of Township 12, Range 17, 1941*

*This Release was written on the original Mortgage. entered this 21st day of July 1935.*  
*W. H. R. B.*  
*Reg. of Deeds.*