

MORTGAGE RECORD No. 79

STATE OF KANSAS)
Douglas County) ss:

BE IT REMEMBERED, That on this 4th day of November A. D. 1935 before me, the undersigned, a Notary Public, in and for said County and State, came F. C. Whipple, Cashier of The Merchants Loan and Savings Bank, a corporation to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, as the act of said corporation.

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 Jan. 14, 1939

Leona R. Pippert
Notary Public.

Recorded Nov. 8, 1935 at 9:05 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 1468

Reg. No. 353
Fee paid \$1.25

M O R T G A G E

THIS MORTGAGE, Made this 8th day of November in the year of Our Lord One Thousand Nine Hundred Thirty-five by and between T. L. Smart and Goldena M. Smart, his wife, of the County of Douglas and State of Kansas parties of the first part, and Continental Oil Company, a Corporation, part of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Five hundred twenty six and 00/100 -----DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its successors 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:

Beginning at a stone 415.2 ft. west and 53 ft. south of the N.E. corner of the N. E. $\frac{1}{4}$ of Section 19, Township 12 S., Range 20 East; thence south parallel with the east line of said quarter section 75 ft. to a stone; thence east parallel with the north line of said quarter section 339.9 ft. to a stone on the west R. W. of the highway; thence northwesterly on the R. W. and on a curve of 200.9 ft. radius to point of intersection, with south R. W. of east and west highway (said point being 233.9 ft. west and 33 ft. south of N.E. corner of N.E. $\frac{1}{4}$); thence west 181.3 ft. to point of beginning, containing 5/10 acres more or less - subject to a prior mortgage of record to Employees Credit Union, securing a balance of \$445.00.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, T. L. Smart and Goldena M. Smart, his wife, the said parties of the first part have this day made, executed and delivered to the said party of the second part their Promissory Note of even date herewith, by which they promise to pay to the said Continental Oil Company or order, for value received Fifteen dollars per month for nine months then fifty dollars per month until paid in full DOLLARS, due 30 days after date with interest from date at the rate of six per cent per annum, until paid payable at Commerce Trust Company, Kansas City, Missouri,

NOW, If the said T. L. Smart and Goldena M. Smart 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 or money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, or if default be made under any prior mortgage, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, 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 upon forfeiture of this Mortgage or in case of default in any of the payments herein provided for, the party of the second part, its successors, 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, and all costs and expenses of enforcing the same, as provided by law, 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 said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisalment of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their 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 building 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 full insurable value thereof, for the benefit of the said party of the second part or its assigns; and in default thereof said party of the second part may at its option effect such insurance in its own name, and the premium or premiums costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at its option pay any taxes or statutory liens against said property, all of which sums with per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof said T. L. Smart and Goldena M. Smart 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 incumbrance and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns forever; against the lawful claim of all persons whomsoever, except said prior mortgage.

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

Executed and delivered in presence of
F. C. Whipple
Minnie E. Gibson

T. L. Smart
Goldena M. Smart

For Release
See Book
79-Page 60