

MORTGAGE RECORD No. 79

who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

(SEAL) Commission expires July 4, 1935

Joseph E. Smith
Notary Public.

Recorded December 3, 1935 at 2:20 P.M.

Harold A. Burk Register of Deeds.

Receiving No. 1594

KANSAS MORTGAGE

Reg. No. 395
Fee Paid \$1.75

THIS MORTGAGE, Made this 8th day of May, in the year of Our Lord One Thousand Nine Hundred thirty five by and between Bert Pyles of the County of Lancaster and State of Nebraska party of the first part, and P. D. Wadsworth party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, for and in consideration of the sum of Seven hundred - - - DOLLARS, to him in hand paid by the said party 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 party of the second part, and to his 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:

A part of the S. E. $\frac{1}{4}$ of Sec. 33, Twp. 14, Range 19, E. Beg. at the S. E. Cor of Sec. thence North on E. line, 9 Ch. thence West Far. with So. line of Sec. 6Ch. 95L. thence N. 100.14" W. 50h. 14L. to stake. West Far with So line, 33 Ch. 5L to W. line of $\frac{1}{4}$. South So on W. line 14Ch. 14L. to S.W. Cor. $\frac{1}{4}$ E on S. line of $\frac{1}{4}$ to beg. 53 a. Less 2 $\frac{1}{2}$ acres in S.E. Cor of tract. Also a tract Beg. 53 rods So. of N.W. Cor. of $\frac{1}{4}$ Running East 81 $\frac{1}{2}$ rods. thence So. to John Horrells line, thence West to West line of $\frac{1}{4}$ thence North to place of Beg. containing 28 $\frac{1}{2}$ acres.

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 his heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the said party of the first part has this day made, executed and delivered to the said party of the second part one Promissory Note of even date herewith, by which he promise to pay to the said - - - or order, for value received Seven hundred - - - DOLLARS, due May 1936 with interest from date to maturity at the rate of 5 $\frac{1}{2}$ per cent per annum, payable semi-annually, as evidenced by for the sum of \$....each, falling due on the days of - - - and in each year, both principal and interest notes are payable at - - - and bear interest from maturity until paid at the rate of 5 $\frac{1}{2}$ per cent per annum payable semi-annually. It is agreed that this loan may be extended from year to year for 4 yrs if interest and taxes are paid, and other liens kept in good standing.

NOW, if the said - - - 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 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, his 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, 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 party of the first part, heirs and assigns, and all persons claiming under him, at which sale, appraisement of said property is hereby waived by said party of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said party of the first part. And the said party of the first part shall and will at his 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 - - - Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his 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 his option pay any taxes or statutory liens against said property, all of which sums with 6 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said party of the first part hereby covenant and agree that at the delivery hereof said Bert Pyles is the lawful owner of the premises above granted and seized of a good and inde feasible estate of inheritance therein, free and clear of all incumbrance and that he will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever; against the lawful claim of all persons whomsoever.

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

Bert Pyles

STATE OF KANSAS, }
County of Johnson } SS.

BE IT REMEMBERED, That on this eighth day of May, A. D. 1935, before me, the undersigned, a Notary public in and for the County and State aforesaid, came Bert Pyles who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of same.

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

(SEAL) Term expires July 9, 1938.

Hazel E. Rhinehart,
Notary Public.

Recorded December 5, 1935 at 1:00 P.M.

Harold A. Burk Register of Deeds.

5.700 cc
Received of Bert Pyles
the sum of Seven Hundred
and no Dollars, in full
satisfaction of the within Mortgage.
Bert Pyles

This Release
was written
on the original
Mortgage.

Notary Public
State of Kansas

Harold A. Burk
Register of Deeds

In original the seal of Bert Pyles

THE FOLLOWING IS REPRODUCED FROM THE ORIGINAL INSTRUMENT

1937

Sept. 1937