

MORTGAGE RECORD No. 79

Receiving No. 1595

(The following is endorsed on the original instrument recorded in mortgage Book 79 page 438)

KNOW ALL MEN BY THESE PRESENTS:

That P. D. Wadsworth of Johnson County, in the State of Kansas, the within named mortgagee in consideration of the sum of Seven hundred - - -DOLLARS, to him in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Bert Fyles, of Lancaster County Nebraska, his heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

TO HAVE AND TO HOLD THE SAME, forever; subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee ha__ hereunto set hand this day of ,19__

P. D. Wadsworth

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 said County and State, came P. D. Wadsworth 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Hazel E. Rhinehart

(SEAL) Term expires July 9 - 1938

Recorded December 5, 1935 at 1:05 P.M.

Narold A. Beck Register of Deeds.

Receiving No. 1598

KANSAS MORTGAGE

Reg. No. 796
Fee Paid 11/25

THIS INDENTURE, Made and executed this 5th day of December, A.D. nineteen hundred thirty-five by and between Joseph M. White and Sadie M. White Husband and wife of the County of Shawnee, and STATE OF KANSAS, party of the first part, and AUGUSTUS ZAHNER, of State of Kansas, party of the second part:

WITNESSETH, That the said first party for and in consideration of the sum of Forty-five Hundred (\$4500.00) DOLLARS, paid by the said second party, the receipt of which is hereby acknowledged, mortgage and warrant unto the said second party, his heirs or assigns, forever, the certain tract or parcel of real estate, situated in the County of Douglas and STATE OF KANSAS, described as follows, to-wit:

The Northwest quarter of section Twenty-four (24), Township Twelve (12), Range Eighteen (18), East of the 6th Principal Meridian, containing One Hundred Sixty (160) acres more or less.

TO SECURE THE PAYMENT of a debt evidenced by certain promissory notes of even date herewith signed by Joseph M. White and Sadie M. White of said first party, and payable to the said second party, more fully described as follows:

One principal note for the sum of Forty-five Hundred DOLLARS, (and being for the principal sum loaned), payable seven years after date (or in partial payments prior to maturity, in accordance with the stipulation therein) with interest at the rate therein specified and evidenced by coupon notes.

The said first party hereby COVENANT AND AGREE with the said second party, his heirs or assigns, as follows:

FIRST.-- To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate; and if not paid, that the holder of this mortgage may pay such taxes, liens or assessments (of which payment, amount and validity thereof, the receipt of the proper officer shall be conclusive evidence), and be entitled to interest on the same at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

SECOND.--To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber except for making and repairing of fences on the place, and such as shall be necessary for firewood for the use of the grantor's family.

THIRD.--To keep, at the option of said second party, the buildings on said premises insured in some joint stock fire insurance company, approved by the said second party for the insurable value thereof, with usual form of assignment attached, making said insurance payable in case of loss to the said second party or assigns, and deliver the policy and renewal receipts to said second party. In case of failure to keep said buildings so insured, and to deliver the policy or renewal receipts as agreed, the holder of this mortgage may effect such insurance and the amounts so paid with interest at ten per cent per annum, shall be immediately due and payable, and shall be secured by this mortgage.

FOURTH.--If the maker or makers of said notes shall fail to pay either principal or interest, when the same becomes due; or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is failure to conform to or comply with any of the foregoing covenants or agreements; or if title of mortgage is other than fee simple, free and unincumbered; the whole sum of money herein secured shall thereupon become due and payable at the option of the said second party without notice, and this mortgage may be foreclosed.

FIFTH.--That the contract embodied in this mortgage shall in all respects be governed, construed and adjudged according to the laws of Kansas.

SIXTH.--That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and collect the rents and profits thereof, the amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgment rendered or amount found due under this mortgage.

SEVENTH.--That any failure of the said second party to exercise any option hereby given or reserved, shall not stop him from afterwards exercising any such or other option at any time.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Not secured by the Mortgage being given for the purpose of securing the debt of Joseph M. White and Sadie M. White to Augustus Zahner, dated this 17th day of October, 1934.

Augustus Zahner

Narold A. Beck
Reg. of Deeds