

MORTGAGE RECORD No. 79

thence East 1 rod, thence South 38 rods, 11 feet, 11 inches to the place of beginning, containing 49 acres more or less, less the following described tract: Beginning 131 rods North and 2 rods West of the Southeast corner of the Southwest Quarter of said Section 34, thence South 12 rods; thence West 9 rods, thence North 12 rods, thence East 9 rods, to the place of beginning, containing 108 square rods, said excepted tract being 2/3 of an acre, more or less, and

WHEREAS, there now appears a mortgage of record on said real estate in the amount of \$800.00 in favor of the undersigned D. C. Best, recorded in Book 85, Page 400 of said records, and it is the desire of the undersigned to waive any priority of lien which he may have on said real estate on account of this mortgage being of record prior to the mortgage above described to the Shideler Mortgage & Investment Company.

NOW THEREFORE, for One Dollar, receipt of which is hereby acknowledged, and in consideration of the Shideler Mortgage and Investment Company completing their mortgage hereinbefore described, and paying out the consideration therein to the mortgagors, the undersigned D. C. Best hereby waives any priority of lien which he has or might claim to have on account of his mortgage insofar as the mortgage hereinbefore described to the Shideler Mortgage & Investment Company is concerned, and hereby expressly consents and agrees that the said mortgage to the Shideler Mortgage & Investment Company shall be a first and prior lien to the mortgage of the undersigned hereinbefore described.

Executed this 30 day of January, 1936.

D. C. Best

STATE OF KANSAS,
COUNTY OF SHAWNEE, ss

BE IT REMEMBERED, That on this 30 day of January, 1936, before me, the undersigned, a Notary Public, in and for the County and State aforesaid came D. C. Best, who is personally known to me to be the same person who executed the above and foregoing instrument of writing and such person duly acknowledged the execution of the same.

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

C. E. Gresser
Notary Public

(SEAL) Term expires Mar 20 1937.

Recorded Jan 31 1936 at 1:05 P.M.

Harold A. Best Register of Deeds.

Receiving No. 1899-

MORTGAGE

THIS INDENTURE, Made this 31st day of Jan. in the year of our Lord one thousand nine hundred and thirty six, between Paul J. O'Neill and Edith O'Neill his wife of Wellsville, in the County and State of Kansas parties of the first part, and Ellen Cox party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$2000.00 Two Thousand 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 her 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:

The East One half (½) of the North West Quarter (¼) Section Eighteen (18) Township Fifteen (15) Range Twenty one (21)

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. 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 encumbrances whatsoever. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$2300.00 - - - - Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$2000.00 Two Thousand and no/100 - - - - DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 31st day of Jan 1941, to the order of said second party. Said note to draw interest at the rate of 5% payable annually. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, 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 first parties or their heirs and assigns.

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

Paul J. O'Neill
Edith O'Neill

STATE OF KANSAS)
Franklin County,) ss.

BE IT REMEMBERED, That on this 31st day of Jan. A.D., 1936, before me, a Notary Public in and for said County and State, came Paul J. O'Neill and Edith O'Neill husband & wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

Reg. No. 474
Fee Paid \$5.00

The Within Mortgage having been paid in full it is hereby released and on the original instrument this 1st day of July 1943
Ellen Cox.

This Release was written on the original Mortgage entered this 1st day of July 1943
Harold A. Best
Reg. of Deeds
Shawnee County