

## MORTGAGE RECORD No. 79

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, payable in installments as follows: \$30.54 on June 10, 1936 and Dec. 10, 1936, \$30.33 on June 10, 1937, Dec. 10, 1937, June 10, 1938 and Dec. 10, 1938, respectively, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE DAVIS-WELLCOME MORTGAGE COMPANY, Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of said THE DAVIS-WELLCOME MORTGAGE COMPANY in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and executed, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed, provided such interest or other charges are not paid promptly when due by parties of the first part, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

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

Oscar G. Warkley  
Mary A. Warkley

STATE OF KANSAS, COUNTY OF Douglas, ss.

BE IT REMEMBERED, That on this 30 day of January, A. D. 1936, before the undersigned, a Notary Public within and for the County and State aforesaid, came OSCAR G. WARKLEY and MARY A. WARKLEY, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons 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.

(SEAL) My Commission expires June 26 - 1939

G. B. Rosford  
Notary Public.

Recorded February 5, 1936 at 9:40 A.M.

*Harold A. Beck*

Register of Deeds.

Receiving No. 1912

## MORTGAGE

THIS INSTRUMENT, made and executed this 5th day of January 1936 by G. B. Gorrill and Jessie M. Gorrill, his wife, of Douglas County, Kansas, parties of the first part, and THE UNION CENTRAL LIFE INSURANCE COMPANY, a corporation organized under the laws of Ohio, with its principal office in Cincinnati, Ohio, party of the second part:

WITNESSETH, That the said parties of the first part for and in consideration of the sum of Two thousand and no/100 - (\$2,000.00) DOLLARS, paid by the said party of the second part, the receipt of which is hereby acknowledged, mortgage and warrant unto the said party of the second part, its successors and assigns, forever, the certain tract or parcel of real estate situated in Douglas County, Kansas, described as follows, to-wit:

The Northeast Quarter (NE<sup>1</sup>) of Section Seventeen (17), Township Twelve (12) South, Range Nineeen (19) East, containing One Hundred Sixty (160) acres.

To secure the payment of a debt evidenced by a certain promissory note or notes, signed by G. B. Gorrill and Jessie M. Gorrill party of the first part, and more fully described as follows:

One principal note for the sum of Two thousand and no/100 (\$2,000.00) dollars payable as follows:

- \$20.00 on the first day of August, 1936
- \$20.00 on the first day of February, 1937
- \$20.00 on the first day of August, 1937
- \$20.00 on the first day of February, 1938
- \$20.00 on the first day of August, 1938
- \$20.00 on the first day of February, 1939
- \$20.00 on the first day of August, 1939
- \$20.00 on the first day of February, 1940
- \$20.00 on the first day of August, 1940
- \$20.00 on the first day of February, 1941
- \$30.00 on the first day of August, 1941
- \$30.00 on the first day of February, 1942
- \$30.00 on the first day of August, 1942
- \$30.00 on the first day of February, 1943
- \$30.00 on the first day of August, 1943
- \$30.00 on the first day of February, 1944
- \$30.00 on the first day of August, 1944
- \$30.00 on the first day of February, 1945
- \$30.00 on the first day of August, 1945 and
- \$1,530.00 on the first day of February, 1946,

no other  
see entry  
with office  
not to be  
used for  
any other  
purpose  
except as  
shown  
Harold Beck  
Notary Public  
Douglas County, Kansas

The following instrument is the original instrument in the debt shown by this mortgage has been paid in full and the same is hereby cancelled and returned this 31st day of February, 1938  
The Davis-Wellcome Mortgage Company  
Ray Ferguson, N. H. President  
(Corp Seal)

This Release was written on the original Mortgage entered this day of February 1938  
Harold Beck  
Reg. of Deeds.  
Duty

Receiving No. 492  
Paid \$2.00

It is noted that the mortgage herein having been paid and this mortgage is being fully satisfied by the payment of these payments, it is hereby acknowledged and returned this 28th day of February, 1946  
The Union Central Life Insurance Company  
W. C. Drummond, Asst. Treasurer  
(Corp Seal)