

MORTGAGE RECORD No. 79

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 26th day of February A. D. 1936, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ralph R. Howard and F. Ray Howard 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 official seal, the day and year last above written.

(SEAL) Commission expires October 3rd 1936.

Arthur S. Peck
Notary Public.

Recorded March 10, 1936 at 10:05 A.M.

Register of Deeds.

Reg. No. 519
Fee Paid \$2.50

M O R T G A G E

THIS INDENTURE, made this 28th day of February, in the year of our Lord, One Thousand Nine Hundred and Thirty Six, between Samuel H. Davis and Emma S. Davis, his wife, of Eudora, in the County of Douglas and State of Kansas, parties of the first part, and Mildred D. Watson party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One-thousand forty-six & 29/100 Dollars (\$1,046.29), to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Northwest Quarter of the Northeast Quarter of Section 28, Township 13, Range 21,
Eudora Township, and

The W $\frac{1}{2}$ of NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28 Township 13 Range 21 less, commencing at a point 40 rods west of the NE corner of Section 28, Township 13, Range 21; thence south 40 rods; thence west 16 rods; thence north 40 rods to the section line; thence east 16 rods to the starting point containing 4 acres.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

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 incumbrances, and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that parties keep the buildings upon said real estate insured against fire in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss if any, shall be payable to the party of the second part to the extent of 5% interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 5% from the date of payment until fully repaid.

This GRANT is intended as a mortgage to secure the payment of the sum of One thousand forty-six & 23/100 Dollars, (\$1,046.23), according to the terms of one certain written obligation for the payment of said sum of money, executed on the 28th day of February 1936, and by its terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties of the first part have herunto set their hands and seals the day and year last above written.

Samuel H. Davis
Emma S. Davis

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS

Be It Remembered, That on this 28th day of February A. D. 1936 before me, a Notary Public in the aforesaid County and State, came Samuel H. Davis and Emma S. Davis, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) Commission Expires on the 25th. day of July 1939. 7-25-39.

H. A. Schubert
Notary Public

Recorded March 10, 1936 at 11:50 A.M.

Register of Deeds.