

MORTGAGE RECORD No. 79

479

Receiving No. 2056.

Reg. No. 521

Fee Paid \$3.00

MORTGAGE

THIS INDENTURE, Made this 10th day of March in the year of our Lord one thousand nine hundred and thirty six, between Vincent Trusheim and Cora Trusheim, his wife of Palmyra Township, in the County of Douglas and State of Kansas parties of the first part, and The Wellsville Bank party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1,250.00 -Twelve Hundred Fifty & 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 its 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:

South one-half of the Southeast Quarter of Section Twelve (12), Township Fifteen (15), Range Twenty (20), containing eighty acres more or less

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 indefensible estate of inheritance therein, free and clear of all encumbrances whatsoever

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1,250.00 Twelve Hundred Fifty & No/100----DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said party of the first part, and payable on the 10th day of March 1941, to the order of said second party its heirs or assigns

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 parties of the second part their 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 parties 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 her unto set their hand and seal the day and year first above written.

Vincent Trusheim
Cora Trusheim

STATE OF KANSAS,)
FRANKLIN COUNTY,) ss.

BE IT REMEMBERED, That on this 14th day of March A. D., 1936, before me, a Notary Public in and for said County and State, came Vincent Trusheim and Cora Trusheim, 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.

H. E. DeTar
Notary Public

(SEAL) Commission expires Feb. 12, 1937

Recorded March 11, 1936 at 10:30 A.M.

Norrell A. Beck Register of Deeds.

Receiving No. 2062

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by John S. Stover and his wife, Ada Stover dated the 20th day of February, A. D. 1923, which is recorded in Book 61 of Mortgages, page 291, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 13 day of March, A. D. 1936

(CORP. SEAL)

The First Savings Bank of Lawrence, Kansas.
By F. C. Whipple Cashier

STATE OF KANSAS)
Douglas County,) ss:

BE IT REMEMBERED, That on this 13th day of March A. D. 1936 before me, the undersigned, a Notary Public in and for said County and State, came F. C. Whipple, Cashier, The First Savings Bank of Lawrence, Kansas, to me personally known to be the same person who executed the foregoing instrument of writing, 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) My Commission Expires Sept. 10 1939

Jane Sheets
Notary Public.

Recorded March 13, 1936 at 3:55 P.M.

Norrell A. Beck Register of Deeds.

The Within Mortgage having been paid in full, the same is hereby cancelled and the original instrument, this 24th day of August 1946
Attest: N. E. DeTar
Cora Trusheim
Engel
Harold Beck
Reg. of Deeds