

## MORTGAGE RECORD No. 79

Receiving No. 2063-

Reg. No. 524  
Fee Paid \$2.00-

## MORTGAGE

THIS INDENTURE, Made this 10th day of March A. D. 1936 between Philo K. Beck and Mary Beck, his wife of Douglas County, in the State of Kansas, of the first part, and The Home Savings and Loan Association of Ottawa, Kansas, of the second part,

WITNESSETH: That the said parties of the first part, in consideration of the sum of \$825.00 - - Eight hundred twenty-five and no-100ths - - DOLLARS, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY, unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The West 30 feet of Lot No. 126 and the East 20 feet of Lot 128 on High Street in Baldwin City

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, FOREVER.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of - - Eight hundred twenty-five and no-100ths - - DOLLARS, with interest thereon, and such charges as may become due to said party of the second part, under the terms and conditions of the contract note secured hereby, advanced by THE HOME SAVINGS AND LOAN ASSOCIATION, to the parties of the first part upon nine shares of Class DG of the capital stock of said Association, evidenced by Certificate No. 434, which said shares have been assigned to said Association, with all future payments, earnings and dividends thereon, which said interest and due on said shares, the first parties agree to pay in monthly installments, making a total monthly payment of \$9.98, payable as follows: - - Nine and 98-100ths - - Dollars on or before the 1st day of April 1936, and a like sum on or before the 1st day of each and every month thereafter, to and including the month of March, 1946.

Now, if said parties of the first part shall cause to be paid to the party of the second part, the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise, in full force and effect, and may be foreclosed, as in said contract note provided.

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

Philo K. Beck  
Mary Beck

STATE OF KANSAS, )  
Douglas County, )SS.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of March A. D., 1936, before me, a Notary Public, in and for said County and State, came Philo K. Beck and Mary Beck, his wife to me personally known to be the same person 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.

W. M. Clark  
Notary Public.

(SEAL) Commission expires May 15 1939

Recorded March 13, 1936 at 4:00 P.M.

*Harold A. Beck* Register of Deeds.

*This debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.*  
*The Home Savings and Loan Association,*  
*By S. W. Humphrey,*  
*Attorney, Kansas, June 26, 1942*

Entered  
in the original  
mortgage  
book  
on this day  
1936  
at  
Ottawa, Kansas

Reg. No. 532  
Fee Paid \$3.75-

Receiving No. 2099 -

## MORTGAGE

THIS INDENTURE, Made this 21st day of January in the year of our Lord one thousand nine hundred thirty six by and between George A. Tuttle and Nellie A. Tuttle (husband and wife) of the County of Douglas and State of Kansas, parties of the first part, and The Fidelity Savings State Bank of Topeka, Shawnee County, Kansas party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Fifteen Hundred and No/100 - - DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to its successors and assigns, forever, all of the following described tract, piece, or parcel of land, lying and situate in the County of Douglas and State of Kansas, to wit:

A tract of land beginning at a point Sixty Three (63) rods west of the Northeast corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Nine (9) in Township Fifteen (15) South, of Range Twenty (20) East of the Sixth Principal Meridian; thence South Fifty (50) rods; thence West Twenty (20) rods; thence North Fifty (50) rods; thence East Twenty (20) rods to the place of beginning, containing about Six and One-Fourth (6 $\frac{1}{4}$ ) Acres.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. 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 in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said George A. Tuttle and Nellie A. Tuttle are justly indebted unto the said party of the second part in the principal sum of Fifteen Hundred and No/100 - - Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said, George A. Tuttle and Nellie A. Tuttle and payable according to the tenor and effect of five certain First Mortgage Real Estate Notes numbered 1, 2, 3, 4 and 5, executed and delivered by the said George A. Tuttle and Nellie A. Tuttle bearing date of January 21st, 1936 and payable to the order of the said The Fidelity Savings State Bank, \$100.00 January 21st, 1937, \$100.00 January 21st, 1938, \$100.00 January 21st, 1939, \$100.00 January 21st, 1940 and \$100.00 January 21st, 1941 after date, at The Fidelity Savings State Bank, Topeka, Kansas with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the 21st days of January and July in each year, and ten per cent. per