

MORTGAGE RECORD No. 79

Receiving No. 2152 -

Reg. No. 566
Fee paid \$3.75

THIS INDENTURE, Made this 26th day of February A. D. 1936, between James P. Murphy and Ruby E. Murphy his wife of Douglas County, in the State of Kansas, of the first part, and B. A. Hoover, of Osage County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of FIFTEEN HUNDRED & 00/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas, and State of Kansas, to-wit:

The West one half (1/2) of the Northeast Quarter, (1/4) Fractional, and the East one half (1/2) of the Northwest Quarter, (1/4) all of Section Two, (2), Township Fifteen (15), Range Seventeen (17), East of the Sixth P.M.,

(This mortgage protected by insurance on bull lines in the amount of \$1500.00)

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, Forever:

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, of which the following is a copy

\$1500.00

Overbrook, Kansas, February 26, 1936

Three years, after date, for value received, we, or either of us, promise to pay To the Order of B. A. Hoover, Fifteen Hundred & 00/100 Dollars, at THE KANSAS STATE BANK, Overbrook, Kansas, with interest at five per cent per annum from date until paid. Signers and endorers waive demand, protest and notice of non-payment.

Privilege to pay \$100.00 or any multiple thereof on principal at any int Payment No. Due

(COPY)

James P. Murphy
Ruby E. Murphy

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part his heirs 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, is not paid when the same is due, and 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 and sums and interest thereon, shall, and by these presents, become due and payable, and said part of the second part shall be entitled to the possession of said premises.

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

James P. Murphy
Ruby E. Murphy

STATE OF KANSAS,
Osage County.) ss.

BE IT REMEMBERED, That on this 26th day of February A. D. 1936 before me, J. A. Vesler, a Notary Public in and for said County and State, came James P. Murphy and Ruby E. Murphy, his wife, to me personally known to be the same persons who executed the within 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 aforesaid written.

J. A. Vesler
Notary Public.

(SEAL) My Commission Expires July 12th, 1939

Recorded April 2, 1936 at 10:30 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 2155

MORTGAGE

THIS MORTGAGE, made the 1st day of April, A. D. 1936, Between MARION W. KROUSE and EWA J. KROUSE, his wife, of the County of Osage, and State of Kansas, parties of the first part, and THE DAVIS WELLCOME MORTGAGE COMPANY, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas, party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said THE DAVIS WELLCOME MORTGAGE COMPANY for money borrowed in the sum of FIFTEEN HUNDRED - - - DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith, for FIFTEEN HUNDRED - - Dollars, payable in semi-annual payments, the first payment of Twenty Five Dollars being payable on the 8th day of April, 1936, and a like amount being payable semi-annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the 8th day of April, 1946, which said sum of FIFTEEN HUNDRED Dollars bears interest at the rate of five and one-half per cent. per annum, payable semi-annually, on the 8th day of October and April of each year.

Said note is executed by the said parties of the first part, and bears interest after maturity on both principal and interest at the rate of ten (10) per cent. per annum, payable annually, until paid, and is made payable to the order of said THE DAVIS WELLCOME MORTGAGE COMPANY, at Topeka, Kansas, in lawful money of the United States of America.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas, and State of Kansas, to-wit:

North Half (1/2) of the Southwest Quarter (SW 1/4) of Section Twenty Six (26), Township Fourteen (14) South, Range Seventeen (17) East of the Sixth Principal Meridian, containing Eighty (80) Acres, more or less.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the hereunto created interest is hereby released.
Attest my hand this 31 day of June, A. D. 1936.
B. A. Hoover

This Release is written on the original of the original of this instrument on the day of June, 1936.
Harold A. Beck
Reg. of Deeds.

Ref. No. 558
Fee paid \$3.75

This Release is written on the original of this instrument on the day of June, 1936.
Harold A. Beck
Reg. of Deeds.