

MORTGAGE RECORD No. 79

489

This mortgage is subject and second to a mortgage executed by the parties of the first part to THE DAVIS WELLCOME MORTGAGE COMPANY, dated April 1st, 1936, to secure the payment of \$1600, covering the above-described real estate.

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: \$37.50 on Oct. 8, 1936, Apr. 8, 1937, Oct. 8, 1937 and Apr. 8, 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 excepted, 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 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 appraisement, 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 sum 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.

Marcus W. Krouse
Eva J. Krouse

STATE OF KANSAS, COUNTY OF Osage, SS.

BE IT REMEMBERED, That on this 1st day of April, A. D. 1936, before the undersigned, a Notary Public within and for the County and State aforesaid, came MARCUS W. KROUSE and EVA J. KROUSE, 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.

J. A. Kesler
Notary Public.

(SEAL) My Commission expires July 12 - 1939

Recorded April 2, 1936 at 11:16 A.M.

Handwritten signature: Vardell A. Bush Register of Deeds.

Receiving No. 2172.

MORTGAGE

THIS INDENTURE Made this 24th day of March, 1936 by and between SPENCER E. MCCOY and MYRTLE P. MCCOY, his wife of the County of Douglas and State of Kansas, hereinafter referred to as party of the first part, and THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of SIX THOUSAND AND NO/100 - - - DOLLARS, to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to wit:

The North Half of the Northwest Quarter of Section Three (3), and a tract described as beginning at the Northwest corner of the Northeast Quarter of Section Three (3), thence South 218 1/2 feet to a stone, thence East 250 feet to the center of Captains Creek, thence down the center of said creek to a point where it crosses the North line of said Northeast Quarter of Section Three (3), thence West 1320 feet to the point of beginning, containing 127 1/2 acres, more or less; also the following described tract: Beginning at the Northeast corner of the Northeast Quarter of Section Three (3), thence West on the section line to the center of Captains Creek, thence up the center of said creek with its meanderings to a point within 30 rods of the South line of the aforesaid quarter section, thence East to the section line, thence North on said section line 130 rods to the point of beginning, containing 82 1/2 acres, more or less; all in Township Thirteen (13), Range Twenty-one (21), East of the Sixth Principal Meridian.

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 and every contingent right or estate therein, unto the said party of the second part, its successors and assigns, forever; the intention being to convey an absolute title in fee to said premises. And the said party of the first part does hereby covenant and agree that at the delivery hereof, he is the lawful owner of the premises above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if the said party of the first part shall pay or cause to be paid to the

Handwritten note: This debt secured by the mortgage has been paid in full and the same is hereby cancelled and released. This is hereby acknowledged by the parties of the first part, to wit: Spencer E. McCoy and Myrtle P. McCoy, and the Travelers Insurance Company. (Copy Seal)

THIS RECEIPT WAS WRITTEN ON THE ORIGINAL MORTGAGE OF NOVEMBER 25, 1935 BY J. A. KESLER, Notary Public, State of Kansas.

Reg. No. 561
Fee Paid \$15.00

Handwritten note: 121 file on 1st of March 1936