

MORTGAGE RECORD No. 79

the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent. per annum from date of payment, shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct, and any judgment for the foreclosure of this mortgage shall provide that all the land herein described shall be sold together and not in separate parcels.

Privilege is given to said party of the first part, heirs or legal representatives to make additional payments on the principal sum of said note on any interest due date, in accordance however with the terms of such privilege as set forth in said note.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

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

Earnest Boyce
Elsie J. Boyce

STATE OF KANSAS,
County of Douglas)ss:

Be it remembered, that on this 3rd day of June A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Earnest Boyce and Elsie J. Boyce, husband and wife, who are personally known to me to be the same persons who executed the foregoing mortgage, 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) Term expires Oct. 3rd, 1936
Arthur S. Peck
Notary Public, Douglas County, Kansas.

Recorded June 3, 1936 at 4:00 P.M.

Harold A. Beck Register of Deeds.

MORTGAGE

THIS INDENTURE, Made this 23d day of April, A. D. 1936, between Lydia A. Sinclair and Ross Sinclair, her husband of Douglas County, in the State of Kansas, of the first part, and The Kansas State Bank, Overbrook, Kansas, of Oage County, in the State of Kansas, of the second part:

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

Beginning at the Northwest corner of Section 8, Township 14, Range 18; thence South 22.80 chains; thence North 51.20 East 19.77 chains, thence North 10.20 chains; thence West 10.25 chains to the place of beginning containing 25 acres. Also the West $\frac{1}{4}$ of the Southwest fractional Quarter (4) of Section Thirty One (31), Township Thirteen (13), Range Eighteen (18); Also the following described land in the Northwest $\frac{1}{4}$ of Section 6, Township 14, Range 18; Beginning at the intersection of the Lawrence Emporia State Road, with the North line of the said $\frac{1}{4}$ Section, thence running Westerly with said North line to the Northeast corner of of said 25 acre tract in said $\frac{1}{4}$ Section; thence South with the East line of said 25 acre tract to the center of the said Lawrence and Emporia State Road; thence Northeasterly with center of said road, to the place of beginning, containing 6 acres.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto 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,

\$1000.00

Overbrook, Kansas, April 23d, 1936

Five Years, after date, for value received, we, or either of us, promise to pay to the order of The Kansas State Bank, Overbrook, Kansas, One Thousand & 00/100 Dollars, at The Kansas State Bank, Overbrook, Kansas with interest at six per cent per annum from date until paid. Signers and endorsers waive demand protest and notice of non-payment. Privilege to pay \$100.00 or any multiple thereof at any interest payment.

Lydia A. Sinclair
Ross Sinclair

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, 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 party 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 above written.

Lydia A. Sinclair
Ross Sinclair

The Release
of this
Mortgage
is
made
this
day
of
June
1936
at
Overbrook,
Kansas.

This note being described by serial number 100, this mortgage is
hereby acknowledged and the first party of the first part, Lydia A. Sinclair and
Ross Sinclair, her husband, are personally known to me to be the same persons who
executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.
J. A. Peck, Notary Public, Douglas County, Kansas.

(Copy Seal)