

MORTGAGE RECORD No. 79

All the deferred payments to draw interest at the rate of six per cent, per annum, from date until paid; interest payable semi-annually.

And the said party of the second part agrees to pay all taxes and assessments that may hereafter become due and chargeable against said premises, at the time the same becomes due and payable.

The said party of the second part further agrees to keep the improvements on said real property insured, to the insurable value thereof, in some good and reliable insurance company, for the benefit of the party of the first part, their heirs and assigns.

The paying of said deferred payments, and the interest thereon, and of said taxes and insurance, is at the option of the party of the second part, and he shall be under no legal obligation to pay the same; but if each of said deferred payments, and interest due thereon, is not paid promptly when the same becomes due and payable, or if said taxes or insurance are not paid promptly, as hereinbefore provided, then in either of said events, all of said deferred payments, and the interest due thereon, shall at once become due and payable, and if the same be not paid immediately on demand of the party of the first part therefor, then said party of the second part, without further notice of any kind, hereby agrees to at once surrender the possession of said real property, with all appurtenances, to said party of the first part, time being the essence of this contract.

Now if the said party of the second part, his heirs or assigns, shall pay or cause to be paid, each of said several sums of money as they severally become due and payable, together with the interest thereon, and otherwise comply with this contract, then this contract to become binding and in full virtue in law, and the said party of the first part binds themselves and their heirs to deliver a general Warranty Deed to said premises, free from all incumbrances, (except the taxes that may hereafter accrue) into the said party of the second part, his heirs or assigns. No title shall pass hereby to second party, but the same shall remain in first party until all the foregoing conditions have been by second party fully complied with.

IN WITNESS WHEREOF, We have hereunto set our hands the day and year first herein written,

(Signed in duplicate)
Witness Mary L. Giesemann

G. S. Jones by G. W. Jones her Atty. in fact
G. W. Jones
V. E. Allm

Recorded June 6, 1936 at 2:00 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 2467

MORTGAGE

Reg. No. 637
Fee Paid \$3.25

THIS INDENTURE, Made this 28th day of April, A. D. 1936, between George A. Ott, a widower, of Douglas County, in the State of Kansas, of the first part, and J. C. McArthur, of Thomas County, in the State of Kansas, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Twelve Hundred Eighty-seven and no/100 DOLLARS, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, his heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

The East One Half (E½) of the North One Half (N½) of the Northwest Quarter (N.W.¼) of Section Twelve (12), Township Thirteen (13) Range Twenty (20), less the right of way to State Highway Number Ten in the amount of one and sixty nine hundredths acres.

This is given as security for a note of even date herewith in the amount of Twelve Hundred Eighty-seven and no/100 Dollars, which note is payable in five years after date with interest at the rate of six per cent per annum interest payable annually from date. Party of the first part has the option of paying the principal and interest in full at any interest paying date, and thus releasing this obligation.

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 Grantor has 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;

\$1287.00

Brewster, Kansas, April 26, 1936.

Five Years after date I promise to pay to the order of J. C. McArthur Twelve Hundred Eighty-seven and No/100 Dollars, For value received negotiable and payable without defalcation or discount and with interest from date at the rate of 6 per cent per annum and if the interest be not paid annually to become as principal and bear the same rate of interest. Payable at Brewster, Kansas.

No.

Due April 28, 1941.

George A. Ott.

NOW, If said party 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, 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 and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand, the day and year first above written.

George A. Ott