

## MORTGAGE RECORD No. 79

said lease, or in the optional five year extension thereof, the foreclosure sale will be subject to said lease.

The undersigned The First National Bank of Lawrence, Kansas, hereby covenants that it is the present holder and owner of the mortgage above described.

This waiver shall not effect the validity or priority of the lien of said mortgage as to any other conveyance, lien or incumbrance on said property.

Executed this 15th day of April, 1936.

THE FIRST NATIONAL BANK OF LAWRENCE, KANSAS.  
BY William Docking President

(CORP. SEAL) ATTEST: George Docking Secretary

STATE OF KANSAS, DOUGLAS COUNTY, SS

BE IT REMEMBERED, that on 15th day of April, 1936, before me the undersigned, a notary public, in and for the county and state aforesaid, came William Docking President of The First National Bank of Lawrence, Kansas, a corporation, duly organized, incorporated and existing under and by virtue of the laws of Kansas, and George Docking, Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers, the within instrument of writing, on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Leona R. Pippert  
Notary Public

(SEAL) COMMISSION EXPIRES January 14, 1939.

Recorded June 17, 1936 at 2:00 P.M.

*Harold C. Beck* Register of Deeds.

Reg. No. 661 Receiving No. 2551  
Fee Paid \$3.00

## MORTGAGE

THIS INDENTURE WITNESSETH, That We, Lee Greenamyer and Alma Greenamyer, husband and wife parties of the first part, for and in consideration of the sum of Twelve Hundred and no/100 Dollars, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto Clarence Hupp Dudley party of the second part his, heirs and assigns, all that parcel of real estate in Douglas County, Kansas described as follows:

The South Thirty-eight (38) feet of Lot numbered Eighty-four (84), Eighty-six (86) and Eighty-eight (88) on Elm Street in Baldwin City, Kansas.

TO HAVE AND TO HOLD the same with all rights, easements, and appurtenances thereto belonging, unto the said party of the second part his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Twelve Hundred and no/100 Dollars, in accordance with the tenor of one certain promissory note of which the following is a substantial copy to-wit:

\$1 200.00

Medford, Oregon, June 4th, 1936

Three Years after date, without grace, we promise to pay to the order of Clarence Hupp Dudley at Medford, Oregon Twelve Hundred and no/100 Dollars, in lawful money of the United States of America, of the present standard value, with interest thereon in like lawful money at the rate of five per cent. per annum from date until paid, for value received. Interest to be paid annually and if not so paid, the whole sum of both Principal and Interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, we promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum in like lawful money, as the Court may adjudge reasonable, for attorney's fees to be allowed in said suit or action.

No.....

Lee Greenamyer  
Alma Greenamyer

And the said mortgagors covenant and agree with said mortgagee, his heirs and assigns; that we will pay at maturity all sums mentioned in said note and will pay on or before due all taxes, assessments or liens upon or against said premises having precedence of this mortgage, also will keep all buildings now on or hereafter placed on said premises insured in some fire insurance company satisfactory to mortgagee for their full insurable value with a clause in such insurance policy making such insurance in case of loss by fire payable to mortgagee as his interest may appear, the policy to be delivered to the mortgagee.

NOW THEREFORE, if the said mortgagors shall satisfy and perform all said covenants, this conveyance shall be void; but as often as a breach thereof shall occur, all sums hereby secured shall become due and payable and said mortgagee and/or assigns may foreclose this mortgage for the full amount thereof in the manner by law provided.

It is further agreed that said mortgagee may, at his option, pay any taxes, assessments or liens upon or against said premises and all such sums so paid, with interest thereon at 8 per cent. per annum, shall be secured by this mortgage, without waiver of any rights from breach of the aforesaid covenants and the said mortgagors agree to pay a reasonable attorney's fee in any foreclosure suit, to be due and payable upon commencement of suit.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this 4th day of June A.D. 1936.

Lee Greenamyer  
Alma Greenamyer

STATE OF OREGON, County of Jackson ss.

THIS CERTIFIES, That on this 4th day of June A.D. 1936 before me the undersigned, a Notary Public, in and for said County and State, personally appeared the within named Lee Greenamyer and Alma Greenamyer, Husband and Wife who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(SEAL) My Commission Expires Aug. 12, 1938.

C. C. Pierce Notary Public for Oregon

Recorded June 20, 1936 at 9:00 A.M.

*Harold C. Beck* Register of Deeds.