

## MORTGAGE RECORD No. 79

the legal owner of said real estate.

NOW, if the said Grantors, their heirs, executors, administrators, or assigns shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines, if any, and shall keep said premises insured against fire and tornado in an amount equal, at least, to the amount of the loan, and deliver the policies covering said insurance in such form and in such companies as shall be acceptable and satisfactory to the said Association, and shall pay all taxes, rates, liens, charges and assessments upon or against such property and keep the same in good repair, and do and perform all things which the By-Laws of said Association require of its shareholders and borrowers as hereinbefore provided, then this mortgage shall be null and void; otherwise to remain in full force and virtue in law.

It is further agreed that, in case default be made in the payment of such sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the period of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines shall become due and the said Grantee, or its successors, or assigns, may proceed to the possession of said premises and of said property. However, the said Grantee may, at its option, pay, or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantor, or assigns, and the amount so paid shall be a lien on said mortgaged premises, as herein described, and shall bear interest at the rate of ten per cent per annum until paid. It may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether or not the Grantee elects to pay such taxes, insurance, charges, rates, liens and assessments, it is distinctly understood that in all cases of delinquencies as above enumerated, then, in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisal waived.

The privilege is granted to the borrower to make payment and settlement of the debt secured by this mortgage before maturity of the stock herein mentioned, as provided by the By-Laws.

WITNESS our hands this 6th day of August, 1936.

Marguerite E. Swartz  
Charles C. Swartz

State of Conn. Fairfield County, ss.

BE IT REMEMBERED, That on this 14th day of August, A. D. 1936, personally appeared before the undersigned, a Notary Public in and for said County, Marguerite E. Swartz & Charles C. Swartz who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as Grantors, and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

WITNESS my hand and notarial seal the day and year last above written.

(SEAL) (My commission expires Feb. 1st, 1941)

Earl. W. Conner  
Notary Public.

Recorded August 21, 1936 at 3:15 P.M.

*Narrell A. Beck* Register of Deeds.

## MORTGAGE

THIS MORTGAGE, Made this 20th day of August, A. D. 1936, by and between H. D. Mollenbruch and Maggie Mollenbruch, his wife of the County of Shawnee, State of Kansas parties of the first part, herein after designated and referred to as party of the first part, whether one or more, and The National Reserve Life Insurance Company of the County of Shawnee and State of Kansas party of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Two Thousand Eight Hundred and no/100 - - DOLLARS paid by said party of the second part, receipt of which is hereby acknowledged, does hereby CONVEY, MORTGAGE AND WARRANT unto the said party of the second part, its heirs and assigns, forever, all the following-described lands and premises situated in the County of Douglas and State of Kansas, to-wit:

The East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Six (6) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Six (6), all in Township Twelve (12) South of Range Eighteen (18) East; the Southwest Fractional Quarter (SW fr.  $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township Eleven (11) South, Range Eighteen (18) East; and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty-six (36), Township Eleven (11) South, Range Seventeen (17) East; and the North Fifteen (15) acres of the East Eighty-four (84) acres of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Six (6), Township Twelve (12), Range Eighteen (18); the East Eighty (80) acres of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirty-one (31) Township Eleven (11), Range Eighteen (18), except the North Twenty (20) acres thereof, and the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section Thirty-one (31), Township Eleven (11), Range Eighteen (18) containing in all 202 acres more or less.

Together with all appurtenances, including buildings, improvements and fixtures, and also all their estate, right, title and interest therein, including all rights of homestead exemption.

TO SECURE THE PAYMENT OF A DEBT (representing money borrowed concurrently with the execution hereof), and interest thereon, evidenced by one principal promissory notes of even date herewith, executed by H. D. Mollenbruch and Maggie Mollenbruch party of the first part, and payable to the order of the said party of the second part at its Home Office in Topeka, Kansas for the aggregate principal sum of Two Thousand Eight Hundred and no/100 - - Dollars payable as follows:

One principal note for the sum of \$2800.00, payable September 1, 1941  
One principal note for the sum of , payable  
One principal note for the sum of , payable  
One principal note for the sum of , payable  
One principal note for the sum of , payable  
One principal note for the sum of , payable  
One principal note for the sum of , payable  
One principal note for the sum of , payable  
One principal note for the sum of , payable  
One principal note for the sum of , payable

or in partial payments prior to maturity in accordance with stipulation therein. All bearing interest from date to maturity at the rate of 4 $\frac{1}{2}$  per cent per annum, payable semi-annually on the first day of

Reg. No. 758  
Fee Paid \$7.00

For Partial Release see Book 79, Page 594