

## MORTGAGE RECORD No. 79

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of good and indefeasible estate of inheritance therein free and clear of all encumbrances

THIS GRANT is intended as a Mortgage to secure the payment of the sum of ~~###~~ Fourteen Hundred 00/100 ~~###~~ DOLLARS, according to the terms of a certain real estate bond, this day executed by the said Lewis A. Flora and Sarah S. Flora, to the said party of the second part bond due September 5, 1941, with interest according to the tenor of ten interest coupons thereto attached. Principal and interest payable at The Bank of Jamestown, Jamestown, New York, and subject to 10% interest after maturity.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof, ~~or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or to their heirs and assigns.~~

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

Lewis A. Flora  
Sarah S. Flora

State of Kansas, )  
Franklin County )ss.

BE IT REMEMBERED, That on this 4th day of September, A.D., 1938, before me, a Notary Public in and for said County and State, came Lewis A. Flora and Sarah S. Flora, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

M. Martin  
Notary Public.

(SEAL) My commission expires on the 24th day of April, 1939.

Recorded September 5, 1938 at 10:10 A.M.

*Harold A. Beck* Register of Deeds.

## M O R T G A G E

THIS INDENTURE Made this 29th day of August in the year of our Lord nineteen hundred and thirty-six by and between A. J. Herrod and Sylvia M. Herrod husband and wife of the County of Wyandotte and State of Kansas, parties of the first part, and THE CENTRAL TRUST COMPANY, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of SIX THOUSAND DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter of Section Two (2), Township Thirteen (13), Range Nineteen (19), East of the Sixth Principal Meridian, except the railroad right-of-way.

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, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of SIX THOUSAND DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows: September 1, 1937 \$300.00 September 1, 1938 \$300.00 September 1, 1939 \$300.00 September 1, 1940 \$300.00 September 1, 1941 \$4800.00 to the order of the said party of the second part with interest thereon at the rate of 4 1/2 per cent per annum, payable semi-annually, on the first days of March and September in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at GUARANTY TRUST COMPANY, New York, N. Y., or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unencumbered by insurance to the amount of \$3400.00 Fire and \$2400.00 Tornado; DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the 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 unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate,

*The within mortgage having been paid in full, it is hereby released on this 29th day of August, 1941.*

*Oliver Underwood*

THIS MORTGAGE WAS RECORDED ON THE ORIGINAL MORTGAGE: THAT IT BE RECORDED ONLY ON THE ORIGINAL MORTGAGE. *Harold A. Beck* 79-8 Page 620

*For attention, see 55-605*