

MORTGAGE RECORD No. 79

617

time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law - appraisement hereby waived or not, at the option of the part of the second part, their executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said Wilbur W. Sawyer and Bessie M. Sawyer, his wife heirs or assigns,

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

Signed and delivered in presence of Frank Meierhoffer

Wilbur W. Sawyer
Bessie M. Sawyer

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this First day of October, A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Wilbur W. Sawyer, and Bessie M. Sawyer, to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

(SEAL) (My commission expires March 9, 1938)

Oscar J. Lane
Notary Public

Recorded October 3, 1936 at 10:10 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 3096

MORTGAGE

Reg. No. 2508
Fee Paid \$3.75

THIS INDENTURE, Made this 29th day of September, in the year of our Lord one thousand nine hundred thirty-six, between Mary E. Sibley Smith and Richard Smith, her husband in the County of Douglas and State of Kansas, of the first part, and The Ancient Order of United Workmen of Kansas, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of and State of Kansas, described as follows, to wit:

The South 10 acres of the East 30 acres of the South Half of the Northeast Quarter of Section Thirty-five (35), Township Twelve (12), Range Nineteen (19) in Douglas County, Kansas.

With the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary E. Sibley Smith and Richard Smith, her husband do hereby covenant and agree that at the delivery hereof 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 against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred and no/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said Mary E. Sibley Smith and Richard Smith, her husband to the said party of the second part; said note being given for the sum of Fifteen Hundred and no/100 DOLLARS, dated September 29th, 1936, due and payable in five years from Oct 1, 1936 date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Ten Thousand and no/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent, per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid, or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, their executors administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law-appraisement waived or not, at the option of the part of the second part, their executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said Mary E. Sibley Smith & Richard Smith, her husband heirs or assigns,

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

Signed and delivered in presence of
Frank Meierhoffer

Mary E. Sibley Smith
Richard Smith

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 2nd day of October, A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary E. Sibley Smith and Richard Smith, her husband, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

(SEAL) (My commission expires March 9, 1938)

Oscar J. Lane
Notary Public.

Recorded October 3, 1936 at 10:15 A.M.

Harold A. Beck Register of Deeds.

This Release was written on the original Mortgage

entered this day of Oct 1936

Harold A. Beck
Reg. of Deeds.
Deputy

Received of Mary E. Sibley Smith and Richard Smith, her husband, the sum of Fifteen Hundred and no/100 DOLLARS, in full satisfaction of the within Mortgage, dated September 29th, 1936, and coupons thereon.
1938
Copied - Made - Notman