

MORTGAGE RECORD 83

65

Receiving No. 3570.

ALIAS SATISFACTION OF MORTGAGE

KNOW ALLEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage made by Henry Beuerman, a single man, and W. T. Collins and Agnes Collins, his wife, of SEVENTY-FIVE and no/100 DOLLARS to THE PIONEER MORTGAGE COMPANY, of Topeka, Kansas, dated the 4th day of November, A. D. 1926, which is recorded in Book 67 of Mortgages, page 569 of the records of Douglas County, Kansas, on the following-described Real estate: Lots One (1) and Two (2) of Section Five (5), Township Twelve (12), Range Nineteen (19) East of the Sixth Principal Meridian, Douglas County, Kansas.

Satisfaction of such mortgage is hereby acknowledged by the undersigned, and the same is hereby released.

Dated this 14th day of December, 1936.

(CORP. SEAL)

Attest: J. E. Rosebrough, Secretary.

THE PIONEER MORTGAGE COMPANY,
By Arch M. Catlin, President.

STATE OF KANSAS, COUNTY OF SHAWNEE, SS.

BE IT REMEMBERED, That on this 14th day of December, 1936, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Arch M. Catlin, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

KATHERINE ROBINSON, Notary Public.

(SEAL)

My commission expires December 10, 1936.

Recorded December 23, 1936, at 3:20 o'clock P. M.

Harold A. Beck

Register of Deeds.

Receiving No. 3573.

MORTGAGE

THIS MORTGAGE, made the 22nd day of December, A. D. 1936, Between HENRY BEUERMAN, a single man, of the County of Douglas, and State of Kansas, party of the first part, and THE DAVIS WELLCOME MORTGAGE COMPANY, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas, party of the second part,

WITNESSETH: That whereas the said party of the first part is justly indebted to the said THE DAVIS WELLCOME MORTGAGE COMPANY for money borrowed in the sum of SEVENTEEN HUNDRED FIFTY DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith, for SEVENTEEN HUNDRED FIFTY DOLLARS, payable in -- annual payments, the first payment of Fifty Dollars being payable on the 30th day of December, 1937, and a like amount being payable -- annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the 30th day of December, 1941, which said sum of SEVENTEEN HUNDRED FIFTY Dollars bears interest at the rate of five and one-half per cent, per annum, payable semi-annually, on the 30th day of June and December of each year.

Said note is executed by the said party of the first part, and bears interest after maturity on both principal and interest at the rate of ten (10) per cent, per annum, payable annually, until paid, and is made payable to the order of said THE DAVIS WELLCOME MORTGAGE COMPANY, at Topeka, Kansas, in lawful money of the United States of America.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said party of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of Douglas, and State of Kansas, to-wit:

Lots One (1) and Two (2) of Section Five (5), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing Seventy-two (72) Acres, more or less.

And the said party of the first part expressly agrees to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agrees that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the party of the first part will pay such taxes or assessments when the same become due and payable; and that he will keep the buildings upon the above described real estate insured in such form of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, and deliver the said policy or policies to the party of the second part, or assigns, as collateral security for the debt hereby secured. The said party of the first part further agrees to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the party of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part,

Re: No. 922
Fee Paid \$4.25

Shirley C. Beck to Mr. Beck

Received for record 12/21/36