

# MORTGAGE RECORD 83

71

Receiving No. 3594

## SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Manie Scott, dated the 29th day of October, A. D. 1929, which is recorded in Book 72 of Mortgages, page 383, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 7th day of December, A. D. 1936.

(Corp. Seal)

Peoples State Bank  
By C. E. Holcombe,  
Vice-Pres.  
W. O. Gibbon,  
Cashier.

STATE OF KANSAS } SS  
DOUGLAS COUNTY

BE IT REMEMBERED, That on this 8th day of December, A. D. 1936, before me, the undersigned, a Notary Public, in and for said County and State, came C. E. Holcombe as Vice Pres. and W. O. Gibbon as cashier of the Peoples State Bank, to me personally known to be the same person who executed the foregoing instrument of writing, 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.

(SEAL)

My commission expires May 15, 1939.

W. M. Clark, Notary Public.

Recorded December 29, 1936, at 10:30 A. M.

*Harold A. Beck*

Register of Deeds.

Receiving No. 3612

## MORTGAGE

THIS INDENTURE Made this 21st day of December in the year of our Lord nineteen hundred and thirty-six by and between James P. Cummings, a single man, Thomas F. Cummings, a single man, John F. Cummings, a single man, and Mary E. Cummings, a single woman, of the County of Douglas 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 SEVENTEEN HUNDRED 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 West One Hundred Twenty (120) acres of the Southwest Quarter of Section Fifteen (15), Township Twelve (12), Range Eighteen (18), East of the Sixth Principal Meridian.

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 indefensible 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 SEVENTEEN HUNDRED 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: January 1, 1938 \$50.00 January 1, 1939 \$50.00 January 1, 1940 \$50.00 January 1, 1941 \$50.00 January 1, 1942 \$1500.00 to the order of the said party of the second part with interest thereon at the rate of 5 per cent per annum, payable semi-annually, on the first days of January and July 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, 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 unceasingly insured to the amount of \$800.00 Fire and \$800.00 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, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

Reg. No. 907  
Fee Paid \$4.25

*If the Mortgage be duly paid by the Mortgagee, then 6th day of January 1937, The Central Trust Company, by its officers, Vice President*

(Corp. Seal)

Harold A. Beck  
Reg. of Deeds.