

DOUGLAS COUNTY

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 July 12, 1939

J. A. Kesler
Notary Public.

Recorded March 12, 1937 at 9:55 A.M.

Harold A. Beck Register of Deeds.

Reg. No. 995
Fee Paid \$5.00

Receiving No. 3987A

MORTGAGE

THIS INDENTURE, Made this 1st day of Jan in the year of our Lord one thousand nine hundred and thirty seven, between A. D. Van Tries and wife Ruth Van Tries of Wellsville, in the County of Douglas and State of Kansas parties of the first part, and David Hay party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$2000.00 Two thousand - - 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 his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Kansas

The South One half ($\frac{1}{2}$) of the South East Quarter ($\frac{1}{4}$) Section Five (5) Township Fifteen (15) Range Twenty one (21)

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. And the said party of the first part do hereby covenant and agree that at the delivery hereofthe lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$2000.00 ... Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$2000.00 Two thousand and no/100 - - DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said party of the first part, and payable on the 1st day of Jan 1942, to the order of said second party..... Note to draw interest at the rate of 5% per annum interest payable semiannually, with privilege of paying \$100.00 or multiple thereof at any interest payment date

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 interest thereon, 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 the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, 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 hereof; 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 party or his heirs and assigns.

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

A. D. Van Tries
Ruth Van Tries

STATE OF KANSAS,
Franklin County,) SS.

BE IT REMEMBERED, That on this 1st day of January A.D., 1937, before me, a Notary Public in and for said County and State, came A. D. Van Tries and wife Ruth Van Tries to me personally known to be the same person 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.

(SEAL) Commission expires Feb 24th 1940

H. E. Jewell
Notary Public.

Recorded March 13, 1937 at 10:05 A.M.

Harold A. Beck Register of Deeds

(The following is endorsed on the original instrument recorded in mortgage Book 66 page 611)
Receiving No. 4001A

ASSIGNMENT

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Florence G. Clarke

C. H. Tucker

STATE OF Kansas)
COUNTY OF Douglas) SS:

BE IT REMEMBERED, that on this Sixth day of May A.D. 1925 before me, the undersigned, a Notary Public in and for said County and State, came C. H. Tucker the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My Commission Expires April 10 1927

A. F. Flinn Notary Public.

Recorded March 16, 1937 at 10:00 A.M.

Harold A. Beck Register of Deeds.

The Within Mortgage being bona fide paid in full is hereby released on this original instrument this 10th day of Aug 1942 David Hay

This Release was written on the original Mortgage - This 10th day of Aug 1942 David Hay