

MORTGAGE RECORD 83

or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisalment.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

C. B. Rumsey- Mabel Rumsey
J. C. Rumsey
Charlotte Rumsey
H. C. Rumsey- Laura Rumsey

STATE OF KANSAS)
County of Leavenworth) ss.

BE IT REMEMBERED, That on this 28 day of June A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. C. Rumsey and Laura Rumsey, 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 set my hand and affixed my official seal, the day and year last above written.

(SEAL) (Term expires July 27 1939)

Kathryn Dorney
Notary Public.

STATE OF KANSAS)
Douglas County) ss.

BE IT REMEMBERED, That on this 28 day of June A.D. 1937 before me C. B. Holmes, a Notary Public in and for said County and State, came C. B. Rumsey and Mabel Rumsey, his wife, and J. C. Rumsey and Charlotte Rumsey, his wife to me personally known to be the same persons 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 April 20 1941.

C. B. Holmes
Notary Public.

Recorded July 3, 1937 at 9:30 A.M.

Nathan D. Buck

Register of Deeds.

Receiving No. 4543 ~

Reg. No. 1117 ~
Reg. Fee \$5.00

MORTGAGE

THIS INDENTURE, made and executed this first day of February 1937 by Frank Pardee and Alice M. Pardee, his wife, of Douglas County, Kansas, parties of the first part, and THE UNION CENTRAL LIFE INSURANCE COMPANY, a corporation organized under the laws of Ohio, with its principal office in Cincinnati, Ohio, party of the second part:

WITNESSETH, That the said parties of the first part for and in consideration of the sum of Two Thousand and no/100---(\$2,000.00) DOLLARS, paid by the said party of the second part, the receipt of which is hereby acknowledged, mortgaged and warrant unto the said party of the second part, its successors and assigns, forever, the certain tract or parcel of real estate situate in Douglas County, Kansas, described as follows, to-wit:

The Southwest Fractional Quarter (SW P1.4) of Section Seven (7), Township Fourteen (14), Range Twenty (20) East (E) of the Sixth (6th) Principal Meridian, less about Eleven (11) acres in the Southeast (SE) corner thereof, said exception being Twenty-five and One-half (25½) Rods North (N) and South (S) by Sixty-nine (69) Rods East (E) and West (W). Also less about Seven (7) acres in the Southwest (SW) corner thereof, said exception being Seventy-four (74) Rods North (N) and South (S) by Sixteen (16) Rods East (E) and West (W) and containing in all One Hundred Thirty-six (136) acres, more or less.

This mortgage is given in renewal and extension of the time of payment of the debt secured by a certain first mortgage recorded in Book 67, on Page 276 of the records of Douglas County, Kansas.

TO SECURE THE PAYMENT of a debt evidenced by a certain promissory note or notes, signed by Frank Pardee and Alice M. Pardee, party of the first part, and more fully described as follows:
One principal note for the sum of Two Thousand and no/100 (\$2,000.00) Dollars payable as follows:
\$50.00 on the first day of February, 1938, \$50.00 on the first day of February, 1943,
\$50.00 on the first day of February, 1939, \$50.00 on the first day of February, 1944,
\$50.00 on the first day of February, 1940, \$50.00 on the first day of February, 1945,
\$50.00 on the first day of February, 1941, \$50.00 on the first day of February, 1946, and
\$50.00 on the first day of February, 1942, \$1,550.00 on the first day of February, 1947,

Interest on unpaid principal payable on February first of each year,
drawn at Lawrence, Kansas, being of even date and executed concurrently herewith, payable to the order of THE UNION CENTRAL LIFE INSURANCE COMPANY whose residence and post office address is, Cincinnati, Ohio, at its office in Cincinnati, Ohio, on the due dates as herein stated, or in partial payments prior to maturity in accordance with the stipulations therein, said note or notes representing the principal sum loaned of \$2,000.00, and principal and interest after maturity at the rate of ten per centum per annum and bonds of \$2,000.00, and principal and interest after maturity at the rate of ten per centum per annum, this conveyance shall secure any and all renewals or extensions of the whole or any part of said indebtedness however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of, or priority of this mortgage or release the party of the first part from personal liability for the debt hereby secured.

The right is hereby given by the party of the first part and reserved by the party of the second part, successors or assigns, to make partial release or releases of the security hereunder, agreeable to the party of the second part, without notice to or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or priority of this mortgage on the security remaining.

The said parties of the first part hereby covenant and agree with the said party of the second part, its successors and assigns, as follows: