

WITNESS my hand and seal, the day and year last above written.

Bethry Porter
Notary Public.

Recorded December 15, 1937 at 9:50 A.M.

Narrell A. Beck Register of Deeds.

Reg.No. 1317
Fee.Paid \$1.00

Receiving No. 5335 A

M O R T G A G E

WITNESSETH, that the said party of the first part, in consideration of the sum of Four Hundred and No/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

On the South 30 acres of the West 40 acres of the Northwest quarter (NW 1/4) of Section 19, Twp. 14, South of Range 20, East of the 6th P.M., less right of way 16 feet wide across the south end thereof.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

AND THE SAID Grantor hereby covenants that she is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that she will warrant and defend the same against the lawful claims of all persons whatsoever.

PROVIDED, HOWEVER, that whereas the said party of the first part is justly indebted to the second party in the principal sum of Four Hundred and No/100 Dollars, according to the terms of a certain mortgage note or bond of even date herewith executed by said party of the first part, in consideration of an actual loan of the sum aforesaid, payable to the order of the said second party, with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually on the first day of January and July, and the said party of the second part is justly entitled to be repaid to and discharged of the said principal and interest and all other indebtedness accruing hereunder, payable to the order of the said party of the second part, of the United States of America, at the office of The Topeka Mortgage and Investment Company, in Topeka, Kansas, and all of said notes and indebtedness to draw ten per cent interest after maturity or default.

NOW, THEREFORE, if said party of the first part shall perform all and singular the covenants herein contained; then this mortgage to be void, otherwise shall remain in full force and effect.

AND the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, paid by the said party of the second part, its successors or assigns in maintaining the priority of this mortgage.

AND the said party of the first part does further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to obtain from the commission of waste on said premises, and keep \$5000.00 thereon in good repair and insured to the amount of \$. . . in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof.

AND it is agreed by said first party that the party of the second part, its successors or assigns, may make any payment 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 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 such foreclosure, said real estate shall be sold without appraisement.

AND the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure the 'debt' rendered shall nevertheless be a debt, and shall be paid as such.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand the day and year first above written.

Yamie Scott

STATE OF KANSAS)
County of Douglas) ss.

On this 13th day of December A.D.1937, before me, a Notary Public, in and for said County, personally appeared Mamie Scott, a single woman to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

WITNESS my hand and official seal, the day and year last above written.

(SEAL) My Commission expires April 19-1939.

Lorene M. McNeill
Notary Public.

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

Wm. A. Beck Register of Deeds.

F. C. Wolf Carriage of the marriage with in name, } For possession in the new Bond 83 page 389
 her newly acquired and giving up the debt owing to the } On the same Agreement see Bond 88 page 366.
 and giving up the right of the }
 X entered to discharge the estate of second. }
 Nov. 30, 1943 } F. C. Wolf

F. E. W. G.

Nov. 30, 1943

This Release
was written
on the original
Mortgage
this 2 entered
11 Dec
1943