

MORTGAGE

THIS INSTRUMENT, Made this 27th day of January in the year of our Lord one thousand nine hundred Thirty-eight between Harry C. Dumire, a single man of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Nettie C. Cook of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Six Hundred Dollars and no/100 (\$600) DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, her 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:

The North one-half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section twelve (12), Township thirteen (13), Range twenty (20), less land deeded to the State of Kansas for highway purposes.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Six Hundred Dollars and no/100 DOLLARS, according to the terms of a certain promissory note this day executed by the said Party of the first part to the said party of the second part, said note being given for the sum of (\$600.00) Six Hundred Dollars and no/100 DOLLARS, dated January 27, 1938, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$15 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgage, in the sum of No Insurance DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof be and become an additional lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner proscribed by law, appraisement hereby waived or not, at the option of the party of the second part, her executors, administrators, or assigns and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument 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 party of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Harry C. Dumire

STATE OF KANSAS,  
Douglas County, )SS

BE IT REMEMBERED, That on this 27 day of January 1938 before me, C. B. Hosford a Notary Public in and for said County and State, came Harry C. Dumire to me personally known to be the same person who executed the within 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.

C. B. Hosford  
Notary Public

(SEAL) My Commission expires June 26, 1939

Recorded February 28, 1938 at 11:30 A.M.

*Harold Proctor* Register of Deeds.

Receiving No. 5634 <

MORTGAGE

Reg. No. 1379  
Fee Paid \$10.00

THIS INSTRUMENT Made this 14th day of February in the year of our Lord nineteen hundred and Thirty-eight by and between H. R. WRIGHT (otherwise known as Homer R. Wright), and LEONA WRIGHT, his wife of the County of Osage 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 FOUR THOUSAND 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 Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eight (8), Township Fifteen (15), 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 FOUR THOUSAND 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 said sum, and payable as follows: March 1 1939 \$100.00 March 1 1940 \$100.00 March 1 1941 \$100.00 March 1 1942 \$100.00 March 1 1943 \$3600.00 to the order of the said party of the second part with interest thereon 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, which shall be legal tender in payment

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby recorded for cancellation.  
As witness my hand this 28th day of February, A.D. 1938.  
Harold Proctor  
Register of Deeds

5-1-38  
Notary Public for Osage Co., Kan.  
(Seal of Notary Public)