

MORTGAGE RECORD 83

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provisions has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at six per centum (6%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Eugene P. Sisson, Jr.
Dorothea Sisson

STATE OF KANSAS, }
COUNTY OF Douglas } ss:

BE IT REMEMBERED, that on this Ninth day of April, 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eugene P. Sisson, Jr. and Dorothea Sisson, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

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

Frank E. Banks
Notary Public.

(SEAL) My Commission expires November 8, 1938.

1938,
Recorded April 9th at 11:10 A.M.

Harold A. Banks

Register of Deeds.

Receiving No. 5826 <

MORTGAGE

THIS INDENTURE, Made this 8th day of April A.D. 1938 between Rose W. Dyer and Joseph H. Dyer, her husband of Douglas County, in the State of Kansas, of the first part, and THE HOME SAVINGS and LOAN ASSOCIATION, of OTTAWA, KANSAS, of the second part,

WITNESSETH: That the said parties of the first part, in consideration of the sum of \$4000.00 -- Four Thousand and no/100 -- DOLLARS, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY, unto the said party of the second part, its successors, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

A tract of land in the northwest corner of the SE¹/₄ of the SE¹/₄ of Sec. 11, Twp. 15, Rng. 19, described as follows, beginning at a point 19 feet east of the northwest corner of the SW¹/₄ of the SE¹/₄ of said Sec. 11, thence West 19 feet to said corner, thence South 601 feet, thence East 164 feet, thence North and slightly West 615 feet to the place of beginning

TO HAVE and TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, FOREVER.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Four Thousand and no/100--DOLLARS, with interest thereon, and such charges as may become due to said party of the second part, under the terms and conditions of the contract note secured hereby, advanced by THE HOME SAVINGS and LOAN ASSOCIATION, to the parties of the first part upon -40- shares of Class of the capital stock of said Association, evidenced by Certificate No. 386, which said shares have been assigned to said Association, with all future payments, earnings and dividends thereon, which said interest and dues on said shares, the first parties agree to pay in monthly installments, making a total monthly payment of \$80.00, payable as follows: --Eighty and no/100 --Dollars on or before the 1st day of June 1938, and a like sum on or before the 1st day of each and every month thereafter, to and including the month of May, 1943.

Now, if said parties of the first part shall cause to be paid to the party of the second part, the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise, in full force and effect, and may be foreclosed, as in said contract note provided.

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

Rose W. Dyer
Joseph H. Dyer

STATE OF KANSAS, }
FRANKLIN COUNTY, } ss.

BE IT REMEMBERED, That on this 8th day of April A.D. 1938, before me, a Notary Public, in and for said County and State, came Rose W. Dyer and Joseph H. Dyer, her husband 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 subscribed my name, and affixed my official seal on the day and year last above written.

(SEAL) Commission expires March 21, 1942

S. W. Humphreys Notary Public.

Recorded April 11, 1938 at 2:45 P.M.

Harold A. Banks

Register of Deeds.

Reg. No. 1215
Fee Paid \$10.00

The following is endorsed on the original instrument.
The debt secured by this mortgage has been paid in full and the Register is authorized to release it to record.

Recorded - April 14, 1938
- Harold A. Banks
Register of Deeds