

MORTGAGE

THIS INDENTURE, Made this 27th day of December in the year of our Lord one thousand nine hundred thirty eight, between L. A. Schellack and Flossie Schellack, husband and wife of Palyra Township, in the County of Douglas and State of Kansas parties of the first part, and The Wellsville Bank parties of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of the sum of \$850.00 - Eight Hundred Fifty & No/100 - DOLLARS, to them duly apid, 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:

South one half of the Northeast Quarter of Section Thirty-one (31), Township Fourteen (14), 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 parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 part, for the benefit of said second party, or assigns, in the sum of not less than \$.....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 recovery 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 \$850.00 Eight Hundred Fifty & No/100 DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 27th day of June 1939, to the order of said second party its heirs or assigns. 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 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 parties of the second part its 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 parties making such sale, on demand, to the said first parties or their 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.

L. A. Schellack
Flossie Schellack

STATE OF KANSAS }
Franklin County, } ss.

Do it Remembered, That on this 27th day of December A.D., 1938, before me, a notary public in and for said County and State, came L. A. Schellack and Flossie Schellack, husband and 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 subscribed my name, and affixed my official seal on the day and year last above written.

H. E. DoFar
Notary Public.

(SEAL) Commission expires Feb. 12, 1941.

Recorded January 10, 1939 at 10:00 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 7128 <

(The following assignment is endorsed on the original instrument recorded in Book 82 Page 19)

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS, That I, Michael Heizman of 1412 No. 21st Ave, Omaha, Douglas County, in the State of Nebraska, the within-named mortgagee in consideration of one dollar and other valuable considerations - DOLLARS to Michael Heizman in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Mrs. Dorothy O'Rourke, heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereon secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless to the conditions therein named.

IN WITNESS WHEREOF, The said mortgagee has hereunto set His hand this 31 day of December, 1939.

Executed in presence of

Flora B. Edgar
John A. Horan

Michael Heizman

STATE OF NEBRASKA, }
DOUGLAS COUNTY, } ss.

Be it Remembered, That on this 31st day of December, A.D. 1938 before me, Helen E. Pogue, a Notary Public in and for said County and State, came Michael Heizman to me personally known to be the same person 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.

Helen E. Pogue
Notary Public.

(SEAL) My Commission Expires March 22, 1940

Recorded January 10, 1939 at 11:45 A.M.

Harold A. Beck Register of Deeds.

*5th William Mortgage - money loan paid in full, 1/10/39
1000 day of September 1939
1st William Mortgage - 1st mortgage on land in Douglas Co. Kas.
1st William Mortgage - 1st mortgage on land in Douglas Co. Kas.*

This Release was written on the original Mortgage & entered this 12th day of September 1939.
Harold A. Beck
Reg. of Deeds.
1st William Mortgage - 1st mortgage on land in Douglas Co. Kas.
1st William Mortgage - 1st mortgage on land in Douglas Co. Kas.