

MORTGAGE

THIS INDENTURE, Made this 10th day of May A.D. 1939 between H. A. Veatch and Helene Veatch, his wife of the first part, and the OTTAUQUECHEE SAVINGS BANK of Brattleboro, Windham County, Vermont, of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Four Thousand Dollars, paid by the second part, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do Grant, Bargain, Sell and Convey unto the said second party, its heirs, assigns or successors, forever, all of the following-described real estate, situated in the Township of Wakarusa County of Douglas State of Kansas, to wit:

Southeast Quarter of Section Twenty-three (23), Township Thirteen (13), South, Range Nineteen (19) East of the Sixth Principal Meridian
(This is a purchase money mortgage)

TO HAVE AND TO HOLD THE SAME, with all the appurtenances therunto belonging, unto the said second party, its heirs, assigns or successors, forever; and the said first parties 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 herein, free from all encumbrances, and that they WILL WARRANT AND DEFEND THE SAME against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, and these presents are upon this express condition, that whereas, the said first parties are justly indebted unto said OTTAUQUECHEE SAVINGS BANK in the principal sum of Four Thousand Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said OTTAUQUECHEE SAVINGS BANK to the said parties and secured by one certain promissory note bearing even date herewith, payable to said OTTAUQUECHEE SAVINGS BANK or order, with interest at the rate of 4 1/2 per cent per annum from May 1, 1939 until fully paid; interest to be paid as stated in the note, principal and interest payable at THE FIRST NATIONAL BANK OF BOSTON, Boston, Massachusetts, or at such place as the legal holder may in writing designate.

Now, if said first parties shall pay or cause to be paid the said sum of money, with interest thereon, according to the terms of said note and pay off, remove and discharge all prior liens and encumbrances existing, or that may hereafter arise, then these presents shall be void. But if said sum of money, or any interest thereon, is not paid when due and payable, or if all taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured as hereinafter set forth, or to pay off, remove and discharge all prior liens and encumbrances, then, in any of these cases, the said principal, with the interest thereon, shall and by this indenture does immediately become due and payable, at the option of the second party, its assigns or successors, to be at any time thereafter exercised without notice to the said first parties. But the legal holder of this mortgage may, at his option, pay said taxes, assessments or charges for insurance, and any prior or outstanding lien or encumbrance, so due and payable, which the mortgagees or assigns shall neglect or refuse to pay, as herein set forth, and charge them against the said first parties and the amounts so charged, together with interest at the rate of ten per cent per annum, payable as stated in the note, shall be an additional lien upon the said mortgaged property, and the said mortgagee, its heirs, assigns or successors, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of said premises and of the rents, issues and profits thereof.

Said first parties agree to keep the buildings erected, or to be erected, on said land insured to the amount of Eight Hundred -- Dollars to the satisfaction and for the benefit of second party, its heirs, assigns or successors, from this time until said note and all liens by virtue hereof are fully paid. Said parties further agree that when this mortgage is fully paid off and satisfied, and a release given by the holder of the same, they will pay for the recording of such release.

It is hereby further agreed that the note shall bear interest after the same shall become due and payable, either by maturity or as hereinbefore specified, at the rate of ten per cent per annum, payable as stated in the note, said interest to be computed upon the amount then remaining due and unpaid upon said note, from said date until the same shall be actually paid.

And the said first parties hereby waive all stay, valuation, homestead or appraisal laws of the State of Kansas.

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

Helene Veatch
H. A. Veatch

STATE OF Kansas, Douglas County, ss.

I HEREBY CERTIFY: That on this 9th day of June, A.D. 1939, before me, the undersigned, a Notary Public in and for said County and State, came Helene Veatch and H. A. Veatch, her husband, personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

Arthur S. Peck
Notary Public.

(SEAL) My commission expires 10/3/40

Recorded July 5, 1939 at 10:15 A. M.

Handwritten signature

Register of Deeds.

(RELEASE of the above Mortgage)

The Kansas City Life Insurance Company, a Corporation organized and existing under the laws of Missouri, now being the legal owner and holder, hereby acknowledges full payment of the note executed by H. A. Veatch and Helene Veatch, his wife, of the County of Douglas, State of Kansas, and mentioned in the within mortgage.

And said Company hereby cancels and releases said mortgage and authorized the Register of Deeds to enter this release upon the margin of its record.

Dated and signed at Kansas City, Missouri, this 23rd day of April, A. D., 1941.

ATTEST:

Dan H. Cox
Asst. Secretary

(CORP. SEAL)

KANSAS CITY LIFE INSURANCE COMPANY
BY D. R. Alderman
Vice President

This Release was written on the original Mortgage. Entered this 24th day of June, 1939.
Handwritten signature
Reg. of Deeds.