

MORTGAGE RECORD 83

and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said Jean M. Linsdale shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned; together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every rature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and ha...good right to sell and convey the same, that said premises are free and clear of all incumbrances, except a first mortgage in the amount of \$1500 given to the Board of Trustees of Ottawa University, dated June 19, 1939, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

ATTEST:

C.M. Lucas
C.M. Lucas

Jean M. Linsdale
Mary Ann R. Linsdale

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA }

SS

ON THIS 27th day of June in the year One Thousand Nine Hundred and thirty-nine before me C.M. Lucas a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared Jean M. Linsdale and Mary Ann R. Linsdale his wife known to me to be the persons described in and whose name are subscribed to the within instrument, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(SEAL)

GENERAL ACKNOWLEDGMENT
My Commission Expires Feb 28 1941

C. M. Lucas NOTARY PUBLIC
In and for said County of Alameda, State of California.

Recorded July 7th, 1939 at 10:50 A. M.

Harold A. Beck

Register of Deeds.

Receiving No. 8124 <

Reg. No. 1944 <
Fee Paid \$15.00

MORTGAGE

THIS INDENTURE, Made this 30th day of June A.D. 1939 between Ira P. Kimble and Nell A. Kimble (his wife) of Osage County, in the State of Kansas, of the first part, and The Topeka State Bank (a corporation) of Shawnee County, in the State of Kansas, of the second part; of the sum

SIX THOUSAND DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, all the following described Real Estate situated in Douglas County, and State of Kansas, to wit:

Commencing at the South West corner of South West Quarter (4), Section Fourteen (14), Township Thirteen (13), Range Twenty (20); thence East to land owned by Jacob Kilworthy; thence North to the middle of Wakarusa Creek; thence up middle of said Wakarusa Creek to section line; thence South to the place of beginning, containing Four (4) acres, more or less, -also- The North West Quarter (4) Section Twenty-three (23), Township Thirteen (13), Range Twenty (20), except Five (5) acres as described in Book 9, page 251 -also- That part of the North East Quarter (4), Section Twenty-two (22), Township Thirteen (13), Range Twenty (20) described as follows: Commencing at the South East corner of said Quarter section; thence running West One Hundred Twenty-eight (128) rods to the East line of land sold to Vandamon Vilzes by deed recorded in Deed Book 1, page 576, thence North One Hundred Twelve (112) rods to the center of Wakarusa Creek; thence Northeastly along the center of said creek to the North line of said Quarter section; thence East to the North East corner of said Quarter section; thence South to the South East corner of said Quarter section; to the place of beginning, containing One Hundred Thirty (130) acres, more or less, -also- All that part of South East Quarter (4) of Section Fifteen (15), Township Thirteen (13), Range Twenty (20) lying South of said Wakarusa Creek, being Sixteen (16) acres, more or less.

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 these presents are upon this express condition, that whereas, said Ira P. Kimble and Nell A. Kimble (his wife) have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a description:

Dated at Topeka, Kansas this 30th day of June, 1939 payable to and at The Topeka State Bank, in the sum of Six Thousand Dollars all due and payable on the 30th day of June, 1949, with interest as stated in the original note.

Signed:

Ira P. Kimble and Nell A. Kimble (his wife)

This Release
 on the original
 Mortgage
 was entered
 in full satisfaction of the within mortgage
 by
 Ira P. Kimble and Nell A. Kimble
 by
 Harold A. Beck
 Register of Deeds
 Topeka, Kas.
 (Copy Sent)
 Reg. No. 1944
 Fee Paid \$15.00