MORTGAGE RECORD 85

of the Mortgagee, become inmediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issued and profits thereof. In th event of any default, as herein described, this mortgage may be foreelessed. Appraisement is hereby wal Notice of the exercise of any option granted hervin to the Mortgagee is not required to be given. The covenants hervin contained shall bind, and the benefits and advantages shall inure to, the respecti he covenance herein contained shall char, and the tending and avantages shall there to, the respect heirs, executors, administrators, successors and assigns of the partice herets. 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) has hereunto set his hand(s) and seal(s) the day and year first above written. M. R. Campbell

STAIE OF RANSAS,) COUNTY OF DOUGLAS)ss: BE IT REMEMBERED, that on this 5th day of January, 1940, before me, the undersigned, a Notary Fubl in and for the County and State aforecaid, personally appeared N. H. Campboll, a single man, to me per-sonally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly achnewledged the execution of same. IN MIRKSES WHEREDE I have becaute at the same to be the same becaute at the s

IN WITNESS WHEREOF, I have bereunto set my hand and Notarial Seal on the day and year last above written Frank E Banks

(SEAL.) My Commission expires Nov. 8, 1942.

Notary Public.

Recorded January 9, 1940 at 11:55 A.M.

Ward a Beck Pegister of Deeds

Receiving No. 9305 <

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KORTGAGE

THIS INDENTURE, made on this 14th day of November, 1939, by and between JOHN YOGEL and IRENE SCHARE YOGEL, his wife; MAGDALENA SCHAARE, a widow, and FRIEDA S. HECK and ANTHUR HECE, her husband, of the County of Douglas and State of Ransas, (jointly and severally, if more than one), Farty of the First Fart, and THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, with principal office in the City of Hartford, County of Hartford and State of Connecticut, Party of the Second Part (hereinafter called the "Company"); with vector Kice 00 he Travelers Insurance. I the debt scared by the lansas, to discharge the. In this pass White of the ice Hesident and the C 5.

MINASSENT That the said Party of the First Part, in consideration of money in the principal sum of FIFTY FIV. MUNDED AND NO/100 Dollars (\$5,500.00) loaned by the said Company to the Party of the First Part, the receipt whereof is hereby acknowledged, and to better secure the repayment of said principal sum togeth WI TNESSETH: with the interest to became due thereon according to the terms of a certain promissory note hereinafter with the interest to become que thereon according to the terms of a certain promissory note hereinafter described, AND ALSO to insure the faithful periormance of the coronants and agreements herein contained does by THESE PRESENTS GRAWT, PARCAIN, SELL, CONSY, CONFINA AND WORTDAYE unto the said Congany, its successors and assigns, forever, all and singular the real estate and premises lying and being in the County of Douglas and State of Kansas, as follows, to-wit: èu Grms

That part of the Northeast Quarter of Section Thirty-three (33), Township Twelve (12), Range Twenty (20), East of the Sixth Frincipal Meridian described as follows: Beginning at the North-east corner of the Northeast Fractional Quarter of Section Thirty-three (33), Township Twelve to be alling east Gorner of the Mortnessor Fractional Quarter of Section Integration (1), formany morte (12), family Twenty (20), thence running West 135 rods, thence South 21 rods, more or less to t Kansas River, thence easterly along the monaderings of said river to East line of said Section, thence North on said East line to place of beginning and also any and all accretions; also thence North on Said East life to place of cegining and also any act all accretions; also a strip of land for a roadway described as follows: Beginning at the Southwest corner of the Southwast courter of Section Thenty-oight (28), Township Thelve (12), Range Thenty (20), East o the Sixth Frincipal Meridian, thence East 24 rods, thence North 1 rod, thence West 24 rods, Insurance Kee Presiden thence South 1 rod to beginning,

containing in all 105.55 acres more or less, according to the Government survey thereof; TOGETHER WITH all and singular the tenements, hereditaments, buildings, improvements, privileges and appurtenances thereanto belonging or in any wise appertaining, end all homestend and contingent rights and estate whatsoever therein, and also all the rents, issues and profits thereof; including all the profits, revenues, royalties, rights and benefits accruing or to accrue to the farty of the First Part under all oil, gas and mineral leases made or to be made covering said premises during the existence of this mortheree: 13 of this mortrare:

TO HAVE AND TO HOLD the same unto the said Company, its successors and assigns, forever, for the uses and purposes herein expressed.

MOREOVER, the said Party of the First Part HEREBY COVENANTS AND AGREES with the said Company, its

- ECREDUER, the said Party of the First Part HEREBY COVENANTS AND AGREES with the said Company, its successors and assigns, as follows, to-wit:

 That some one or more of said First Party is lawfully selzed of said premises in Fee Simple aboute and has good right and lawful authority to sell, mortgage and convey the same, that the same are free from all incumbrances and charges whatsoever; that said Company shall quictly enjoy and poscess said premises; and that said First Party and his heirs, devises, executors, administrators and assigns shall forever warrant and defend the title to said lands and premises against the claims of all persons whomsoever; and the said First Party further covenants and agrees that the lien created by this instrument is a first and prior lien on the above described lands and prior lien. lands and improvements.
 - To may to said Company at its office in Hartford, Connecticut, or to its successors and assigns the said principal sum of FIFTY FIVE HUNDRED AND NO/100 Dollars (\$5,500.00) and interest on the the said principal sum of FIFTY FIVE HUNDRED AND NO/100 Dollars (\$5,500.00) and interest on the balance thereof from time to time remaining unpaid, in lawful money of the United State of Amer-ica or its equivalent in New York exchange, in accordance with the terms and conditions of a certain promissory note for said principal sum, bearing even date herewith, made payable to the order of the said Company and executed and delivered to the Company by the said Party of the Fluer Part and secured by this restrict.
 - Order of the sale coursed by this mortgage. First Part, and secured by this mortgage. 3. To furnish and leave with said Company, during the time said promissory note and all remewals thereof shall remain unpaid, a complete abstract of title to the land hereinbefore described, which abstract, in the event of forcelesure of this mortgage, shall became the property of the grantee in the deed executed pursuant to said foreclosure.

4. To keep the said lands and improvements free from all incumbrances and liens or claims for lien to keep the said lands and improvements free from all incumprances and frees or claims for field of whatsoever nature, and to protect and defend the title and possession of said premises to th end that this mortgage shall be and remain a first lien on said premises until the indebtedness hereby secured shall be fully paid.

5. That the said Company shall be subrogated to the lien, though released of record, of any prior incumbrances on the said premises paid or discharged from the proceeds of the loan represented by the aforesaid promissory note.

Fee Paid \$13.75

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Reg. No. 2159

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