

MORTGAGE RECORD 85

This note is secured by South Seventy Acres of S.W. 1/4 Sec. 16, Township 12, Range 20, Douglas County Kansas
\$2,120.46

Three years after date we promise to pay to Clyde Leavengood, or order, Two Thousand One Hundred Twenty & 45/100 Dollars at Rosedale State Bank, Kansas City Kans. For value received, with interest thereon at 3% per cent, per annum from date until paid. Interest payable semi-annually.
Mo -- Due 6/30/44

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NOW, if the said Parties of the first part shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part his heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of (\$4,240.00) Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in his own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

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 incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

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

William E Stiner
Bertha E Stiner

STATE OF KANSAS, COUNTY OF Wyandotte, SS.

BE IT REMEMBERED, that on this 10 day of July, A.D. 1941, before me, the undersigned, a Notary Public in and for said County and State, came William E Stiner and Bertha E Stiner who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

I A Jewett
Notary Public

(SEAL) My Commission Expires July 20, 1942

Recorded July 14, 1941 at 2:06 P.M.

Register of Deeds

Receiving No. 12249

MORTGAGE

THIS MORTGAGE, Made this 30th day of June in the year of Our Lord One Thousand Nine Hundred and Forty One by and between William E. Stiner, and Bertha E. Stiner, his wife, of the County of Douglas and State of Kansas, parties of the first part, and Albert C. Espenlaub party of the second part.

WITNESSETH, That said parties of the first part, for and in consideration of the sum of Two Thousand One Hundred Twenty & 45/100 (\$2,120.46) DOLLARS to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The South Seventy (70) acres of the Southwest Quarter (1/4), Section Sixteen (16), Township Twelve (12), Range Twenty (20). Douglas County, Kansas

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever; Provided Always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said Parties of the first part have this day executed and delivered their certain promissory note in writing to the party of the second part, payable at Rosedale State Bank, Kansas City Kans. as follows, to-wit:

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\$2,120.46

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the mortgage was made. He says that the wife's signature is fully paid. Not sure, but I think so. I am sure the wife's signature is fully paid.

This release was written on the original mortgage entered this 14 day of July 1941
D. J. Beck
Reg. of Deeds
Deputy

Reg. No. 2715
Fee Paid \$5.25