

## MORTGAGE RECORD 85

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 part thereof, 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 (\$4,240.90) 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 R 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 R Stiner & 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 name and affixed my official seal on the day and year last above written.

I A Jewett  
Notary Public

(SEAL) My Commission Expires July 29, 1942

Recorded July 14, 1941 at 2:10 P.M.

Ward A Beck Register of Deeds

Receiving No. 122554

#### SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Irene D. Roberts, a widow, dated the 1st day of July A.D. 1940, which is recorded in Book 84 of Mortgages, page 178, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 14 day of July A.D. 1941

(COMP. SEAL)

KAW VALLEY STATE BANK, Eudora, Kansas  
By W. C. Mercier  
Cashier

STATE OF KANSAS, )  
DOUGLAS County, ) ss.

Be it Remembered, That on this 14 day of July A.D. 1941 before me, the undersigned, a Notary Public in and for said County and State, came W. C. Mercier, Cashier Kaw Valley State Bank, 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.

E B Martin  
Notary Public.

(SEAL) My commission expires Sept. 17, 1941

Recorded July 15, 1941 at 9:35 A.M.

Ward A Beck Register of Deeds

Receiving No. 122554

#### AGREEMENT FOR EXTENSION

WHEREAS, there remains unpaid on a certain note executed and delivered to THE DAVIS-WELLCOME MORTGAGE COMPANY by Norman I. Banks and Rebecca F. Banks, his wife, secured by a mortgage upon real estate in Douglas County, Kansas dated June 12, 1936, and recorded in said County on June 16, 1936 in Volume 79 of mortgages on Page 562 the sum of Eight Hundred dollars, with interest from June 19, 1941, and

WHEREAS, the undersigned hereby covenant that they are the present legal owners of the premises described in said mortgage recorded as aforesaid, to which reference is hereby made for particular description, and do hereby acknowledge that there remains a balance due and unpaid on said indebtedness in the amount of EIGHT HUNDRED DOLLARS, and

WHEREAS, The Davis Wellcome Mortgage Company is the present owner and holder of the note representing the unpaid balance due on said indebtedness and the mortgage securing the same.

This release was written on the original mortgage

entered this 12 day of July 1941

Ward A Beck Reg. of Deeds

Deputy

Reg Fee

Reg. No. 2717  
Fee Paid \$2.00

Ward A Beck Reg. of Deeds  
This release was written on the original mortgage entered this 12 day of July 1941  
Ward A Beck Reg. of Deeds