

MORTGAGE RECORD 88

Receiving No. 16417

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That the debt secured by mortgage upon the following-described real property situated in in Douglas County and State of Kansas, to wit:

Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty Four (34) Township Twelve (12) South, Range Twenty One (21) East of Sixth Principal Meridian,

wherein Alvena E. Dolisi, a widow, are grantors and The Davis Wellcome Mortgage Company are grantees, and dated the 30th day of March, 1926, a copy of which is recorded in volume 67 page 323 in the office of the Register of Deeds of Douglas County, Kansas, has been fully satisfied; in consideration of which said mortgage is hereby released.

(CORP. SEAL)

STATE OF KANSAS, Shawnee County, SS.

THE DAVIS WELLCOME MORTGAGE COMPANY

BY Frank S. Davis

Vice-President

BE IT REMEMBERED, That on the 4th day of December A. D. 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Frank S. Davis, Vice-President of THE DAVIS WELLCOME MORTGAGE COMPANY, who is personally known to me to be the Vice-President of said Corporation, and the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same for and in behalf of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Laura Morgan

Notary Public

(SEAL) My com. expires July 6, 1946

Recorded December 9, 1942 at 4:15 P.M.

Register of Deeds

Receiving No. 16436

M O R T G A G E

Reg. No. 3271

Fee Paid \$11.75

THIS INDENTURE, Made this 31st day of August one thousand nine hundred and Forty-two between Henry C. Wagner and Bernice Wagner, husband and wife of the County of Douglas and State of Kansas, parties of the first part, and THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, a corporation created under and by virtue of the laws of Connecticut, and having its principal place of business at HARTFORD, CONNECTICUT, party of the second part, WITNESSETH: That the parties of the first part in consideration of Forty-seven Hundred Fifty and no/100 - - - DOLLARS, the receipt whereof is hereby acknowledged, do, by these presents, GRANT, BARGAIN, SELL AND CONVEY unto the party of the second part, and its successors and assigns forever, the following described Real Estate situate in Douglas County, State of Kansas, to wit:

The Northwest Quarter (NW $\frac{1}{4}$) and the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Sixteen (16), Township Fifteen (15), South of Range Eighteen (18), East of the 6th Principal Meridian, containing 239.50 acres, more or less.

It is hereby agreed and understood that this Mortgage and the note secured thereby represents the balance of the purchase price of the real estate herein described.

TO HAVE AND TO HOLD the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said party of the second part, its successors and assigns, forever.

The parties of the first part hereby covenant that they have good right to sell and convey said premises, and that they are free from encumbrance, and hereby warrant the title against all persons whomsoever, and waive all right of dower and homestead therein.

Conditioned, However, That if the parties of the first part shall pay or cause to be paid, the principal sum of Forty-seven Hundred Fifty and no/100 DOLLARS in manner and form as follows, viz:

\$250.00 on September 1st, 1943

\$250.00 on September 1st, 1945

\$250.00 on September 1st, 1944

\$250.00 on September 1st, 1946

and the balance, to wit? Thirty-seven Hundred Fifty and no/100 --DOLLARS on the First day of September, 1947, with interest on all unpaid balances thereof payable according to the tenor and effect of one certain promissory note of even date herewith and signed by the parties of the first part and payable to The Connecticut Mutual Life Insurance Company, at its office in Hartford, Connecticut, and shall promptly pay before the same shall become delinquent all taxes and special assessments of any kind that may be laid within the State of Kansas upon the premises or any part thereof or upon the interest of the mortgagee, its successors or assigns, in the premises or on this mortgage, or upon the note or debt secured by this mortgage, and shall abstain from the commission of waste on said premises, and shall keep the buildings now on or which may hereafter be on, the premises, insured against loss by fire, lightning and windstorm, in some reliable insurance company, to be approved by the party of the second part, for the full insurable value thereof, so long as any of the indebtedness hereby secured remains unpaid, the loss or damage to be made payable to the party of the second part as its interest may appear, and shall assign and deliver all policies of insurance on such buildings and the renewals thereof to the party of the second part and shall keep the buildings and other improvements on the premises in as good repair and condition as at this time, ordinary wear and tear only excepted, then these presents to be void, otherwise to be and remain in full force.

It is expressly understood and agreed that if the insurance above provided for is not promptly effected and continued, or if the buildings or other improvements on said premises are not kept in good repair, or if any of the taxes or special assessments hereinbefore mentioned shall become delinquent, the party of the second part (whether electing to declare the whole mortgage due and collectible or not) may effect the insurance above provided for, may make necessary repairs on the buildings and other improvements on said premises, and may and is hereby authorized to pay the taxes and special assessments, and any such payment with ten per cent, interest thereon from the time of payment, shall be a lien against the premises and secured under this mortgage.

And It Is Agreed that if default shall be made in any payment of the principal, or any part of the interest thereon, as provided in said promissory note, promptly, when the same shall become due, or if there shall be a failure to comply with any or every condition of this mortgage, then, or at any time thereafter during the continuance of such default, the said note, and the whole of the indebtedness secured by this mortgage, including all payments for taxes, assessments or insurance premiums, shall, at the election of the party of the second part, its successors or assigns, become due and collectible at once by foreclosure or otherwise, and without notice of broken conditions, and the party of the second part shall at once become entitled to the possession of the premises by a receiver or otherwise for the purpose of collecting the rents, profits and income, and shall account to the parties of the first part only for the net profits thereof, and the taking possession thereof shall in no manner retard or prevent the collection of said sums by foreclosure or otherwise. And it is hereby agreed that after the same becomes due and collectible, the whole indebtedness, of any part thereof, secured by this mortgage shall bear interest at the rate of ten per cent. per annum.

In the event of foreclosure of this mortgage, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

Noted, Connecticut March 27, 1944
 The conditions of this mortgage deed have been complied with, and the same is hereby satisfied and discharged.
 By H. M. Morgan, President
 and M. C. Dolan, Assistant Secretary
 (Corp Seal)

36
 1944
 Harold A. Beck
 Reg. of Deeds