

MORTGAGE RECORD 66

1315
350 ✓ 277

Y, ss.
27th day of
8:30 A. M.
Register of Deeds.
Deputy.

FROM
Carl H. F. Wacker
TO
J. Bleier.
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 27th day of
Feb A. D. 1924, At 3:25 P.M.
Jas. E. Wellman
Register of Deeds.
Joe Wellman
Deputy.

THIS INDENTURE, Made this 27th day of Feb. in the year of our Lord, one thousand nine hundred and twenty-four between Carl H. F. Wacker, and Louisa W. Wacker, his wife of Baldwin in the County of Douglas and State of Kansas parties of the first part, and J. Bleier (J. Bleier) of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Fourteen Hundred and twenty-five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast quarter (SE $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of Section five (5) and forty five (45) Acres in the northeast quarter (NE $\frac{1}{4}$) of Section (5) described as commencing at the southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5), thence West Ninety (90) rods, North Eighty (80) Rods, East Ninety (90) south eighty (80) rods to be- ginning, also the south half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the southeast Quarter (SE $\frac{1}{4}$) of Section Four (4) all in Township Fifteen (15) South, Range Nineteen (19) East of the sixth Principal Meridian, containing One Hundred Seventy (170) Acres more or less,

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage to Davis-Wellcome for \$5,000 and com- mission on same

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay to the mortgagee that may be levied or assessed against said real estate when the same becomes due and payable, and that they keep the balance upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 2^d of the second part, the loss, if any, made payable to the part 2^d of the second part to the extent of his interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part 2^d of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fourteen Hundred and Twenty-five DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 27th day of Feb. 1924, and by the terms made payable to the part 2^d of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 2^d of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in this indenture.

And the conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation arises thereby, or interest thereon, or if the taxes on said real estate are not kept up when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part 2^d of the second part or his agents to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to satisfy the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid to the part 1st of the first part making such sale, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part 1st of the first part has hereunto set their hand, seal and seal the day and year last above written.

Carl H. F. Wacker (SEAL)
Louisa W. Wacker (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas
BE IT REMEMBERED, That on this 27th day of Feb. A. D. 1924, before me, a Notary Public in the aforesaid County and State, came Carl H. F. Wacker and Louisa W. Wacker, his wife. L.S. to me personally known to be the same persons who executed the foregoing instrument 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. My Commission Expires on the 13th day of Nov. 1927 J.E. Brasfield Notary Public.

RELEASE
I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 19 day of 1924. Mortgagee, Owner.