

season the day and year last above written.

David F. Kent.  
Notary Public

L.S.  
My Commission expires on the 17 day of April 1931.

## MORTGAGE.

State of Kansas, Douglas County, ss;  
This instrument filed April 16<sup>th</sup> 1928  
at 2:15 P.M.

From  
Everett Kiefer et al

Reg. No. 1664  
Fee Paid 3.75

J. W. Waggoner

Ed E. Williamson  
Register of Deeds.

This Indenture, made this first day of April, in the year of our Lord, one thousand nine hundred and twenty-six, between Everett Kiefer, Elsie Bales Kiefer, his wife, Grace Kiefer, single, Martha V. Kiefer, a widow, Martha V. Kiefer, Guardian for: Glenn Kiefer, George Kiefer, Marjorie Kiefer, Dale Kiefer, Dean Kiefer, Minors, of --- in the County of --- and State of --- parties of the first part, and J. W. Waggoner, party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Fifteen Hundred and no/100 --- (\$1500.00) 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:

Beginning at a stone Two Thousand One Hundred Twenty-five (2125) feet North of the Southwest corner of the Northwest Fractional Quarter (1/4) Section Thirty Two (32) Township Twelve (12) Range Twenty (20) and Three Hundred (300) feet East of the West line of said section; which said point is Seventy-two (72) feet North and Three Hundred (300) feet East of the Meander Corner between said Sections Forty-one (31) and Thirty-Two (32) on the right bank of the Kansas River; thence magnetic variation nine degrees and thirty five minutes (9° 35') East South Sixty-eight degrees (68° East Two Hundred Forty-two (242) feet to a stone; thence South Forty-nine degrees Twenty minutes (49° 20') East Five Hundred Seventy-eight (578) feet to a stone; thence South Sixty-degrees (60°) East Two Hundred Thirty-nine (239) feet to a stone; thence South Seventy-six and one-fourth degrees (76 1/4°) East Two Hundred Forty-five (245) feet to a stone in the East boundary line of the real estate herein described; thence South One Thousand Four Hundred Sixty-four (1464) feet more or less to the North line of the Right of Way of the Atchison, Topeka & Santa Fe Company; thence North along said Right of Way Seventy-six degrees (76°) West Ninety-eight (98) feet; thence North Sixty-five degrees (65°) West Four Hundred Nine (409) feet; thence North Forty degrees (40°) West along the North line of said Right of Way Eight Hundred Fifty (850) feet to a point Three Hundred (300) feet East of West line of said Quarter (1/4) section; thence North and parallel to the West line of said Quarter (1/4) Section One Thousand Three Hundred Forty-three (1343) feet to the place of beginning, containing Thirty Six and Eighty-six hundredths (36.86) acres. Otherwise described as: ---Beginning at a stone 1215 feet North and 300 feet East of the Southwest corner of the Northwest Fractional Quarter (1/4) section; thence South 431 feet; thence along Right of Way of Railroad 850° East 861 feet; South 65° East 409 feet; South 76° East 98 feet to Right of Way monument; thence North 1464 feet to a stone in center of old channel; thence North 73° West 168 feet; North 59° West 460 feet; North 47° West 526 feet; North 78° 55' West 165 feet to a stone; thence South 925 feet to the place of beginning in Section Thirty Two (32) Township Twelve (12) Range Twenty (20) containing Thirty-seven (37) acres, more or less.

with the appurtenances and all the estate title and interest of the said parties of the first part therein.

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, save a first mortgage to the Merchants Loan & Savings Bank of \$4500.00 and that they will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such company as shall be specified and directed by the party of the second part, the loss if any, made payable to the party of the second part to the extent of its interest. And in the event that said parties 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 party 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, 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 Fifteen Hundred and no/100 Dollars, according to the terms of one certain obligation for the payment of said sum of money, executed on the first day of April 1926, and by its terms made payable to the party 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 party of the second part to pay for any insurance or to discharge any taxes with interest, as herein provided, in the event that said parties of the first part fail to pay the same as provided in this indenture.

And this 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 created thereby, or interest thereon, or if the taxes on said real estate are not paid 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 party of the second part 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 the moneys arising from such sale to retain 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 by the party making such sale, on demand, to the first parties.

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 parties of the first part have hereunto set their hands and seals the day and year last above written.

Everett Kiefer  
Elsie Bales Kiefer (Seal)  
Martha V. Kiefer (Seal)  
Grace . Kiefer (Seal)  
Martha V. Kiefer Guardian (Seal)

for Glenn Kiefer, George Kiefer, Marjorie Kiefer, Dale Kiefer, Dean Kiefer, minors.

This Release was written on the original Mortgage, C. entered the day of December, 1928.

Witnessed by  
J. W. Waggoner  
Deputy

I, the undersigned, owner of the within mortgaged premises, do hereby acknowledge the facts set forth in the foregoing mortgage, and certify that the same are true and correct, and that the mortgage was duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 16th day of April, 1928.