

RAILROADS NORTH STATIONERY CO KANSAS CITY MO 64101

FROM

Carolina Guntert et al

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20th day of

Aug. A. D. 1925, at 10:20 A. M.

By *Joe Weelman* Register of Deeds.By *Joe Weelman* Deputy.

Ludan Schultheiss

THIS INDENTURE, Made this 23rd day of August, 1925, in the year of our Lord, one thousand nine hundred and twenty five between

Carolina Guntert, a widow, and Emil E. Guntert and Mae Guntert (his wife)

of Lawrence in the County of Douglas and State of Kansas

Parties of the first part, and Ludan Schultheiss -- party of the second part

WITNESSETH, that the said parties of the first part, in consideration of the sum of

Two Hundred Twenty and no/100 DOLLARS, to them duly paid, the receipt of

which is hereby acknowledged, do ve sold, and by this indenture do

to following described real estate and being in the County of Douglas and State of Kansas, to-wit:

Lots Numbers :One (1) Two (2) Three (3) Four (4) Five (5) Sixteen
(16) Seventeen (17) Eighteen (18) Nineteen (19) and Twenty (20) in
Addition Number Four (4) North Lawrence, City of Lawrence, Kansas.-----

ATTEST:

Harold G. Beck
Register of Deeds

Luella E. Allison
Clerk of the District Court, Douglas County, Kansas, do hereby

certify that a judgment of foreclosure was rendered by the District Court of Douglas County, Kansas, on the 7 day of Nov 1927 and that the same was duly entered in the Journal of said Court on page 577. Witness my hand and seal of said Court this 27 day of Jan. 1928.

Luella E. Allison Clerk of District Court

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with the appurtenances and all the estate, title and interest of the said part *ies* of the first part therein.

And the said part *ies* of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner *5* of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a certain mortgage for Eleven Hundred

Fifty and no/100 dollars

and that they will defend and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part *ies* 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 keep the buildings upon said real estate insured against fire and tornado in such sum and by such

insurance company as shall be specified or directed by the part *y* of the second part, the less, if any, made payable to the part *y* of the second part to the extent of his

interest. And in the event that said part *ies* 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 *y* 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

Two Hundred Twenty and no/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 23rd day of July 1925.

and by the terms made payable to the part *y* 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 *y* 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 parties

of the first part shall fail to pay the same as provided in this indenture.

And the mortgagee 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 it is so permitted 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

mortgagee, in the manner prescribed by law and out of all 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

overplus, if any there be, shall be paid by the part *y* of the second part.

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

Mrs Caroline Guntert (SEAL)

Emil E. Guntert (SEAL)

Mae Guntert (SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 3rd day of August A. D. 1925, before me, a

Notary Public in the aforesaid County and State, came Carolina Guntert, a

widow, Emil E. Guntert and Mae Guntert his wife

LS. to me personally known to be the same person 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 25 day of January 1926 Geo. W. Kuhne 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 day of 19

Mortgagee. Owner.

I, Mary Ellen Simmons, Clerk of the District Court, Douglas County, Kansas, do hereby certify that a judgment of foreclosure was rendered by the District Court of Douglas County, Kansas, on the 7 day of Nov 1927 and that the same was duly entered in the Journal of said Court on page 577. Witness my hand and seal of said Court this 27 day of Jan. 1928.