

MORTGAGE RECORD 69

FROM

Bess D. Neely + husband
TO

Noah S. Weiner & Louis Georgii

STATE OF KANSAS, DOUGLAS COUNTY, MO.

This instrument was filed for record on the 27th day of
October A. D. 1925, at 2:00 P. M.By *E. E. Wallman* Register of Deeds.
Deputy.

September, in the year of our Lord, one thousand nine

THIS INDENTURE, Made this twenty second day of
hundred and Twenty-five between
Bess D. Neely and L. A. Neely her husbandof Wichita in the County of Douglas and State of Kansas
part 100 of the first part, and Noah S. Weiner and Louis Georgii part 100 of the second part.WITNESSETH, that the said part 100 of the first part, in consideration of the sum of
Eight hundred fourteen & 25/100 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 part 100 of the second part,
to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

All the right, title and interest of the above parties that
they may have in the estate of Wm. A. Pardee and Agnes Pardee,
deceased parents of Bess Pardee, in the East Twenty-six (26)
acres of the North Sixty (60) acres and the South one Hundred
(100) acres of the Southeast Quarter of Section Twenty-four
(24) Township Fourteen (14) of Range Nineteen.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 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 mind of a
good and indefeasible estate of inheritance therein, free and clear of all incumbrances.and that they will warrant and defend the same against all parties making lawful claim therein.
It is agreed between the parties hereto that the part 100 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 the part 100 of the second part shall keep the buildings 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 100 of the second part, the loss, if any, made payable to the part 100 of the second part to the extent ofinterest. And in the event that said part 100 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 100 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
Eight hundred fourteen & 25/100 DOLLARS, for the payment of said sum of money, executed on the 22nd day of September 1925,
according to the terms of one certain written obligation of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or
and by the terms made payable to the part 100 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 100 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 100of the first part shall 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 part 100 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 provided 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 100 of the second part, making such sale, on demand, to the first part 100.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 have
to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, the part 100 of the first part has hereunto set their hand and seal the day and year
last above written.

L. A. Neely (SEAL)

Bess D. Neely (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Sagwick

BE IT REMEMBERED, That on this 7th day of October A. D. 1925, before me, a

Notary Public in the aforesaid County and State, came

L. S. Bess D. Neely and L. A. Neely, husband and wife

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 20th day of April 1926 Mildred Leach 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*W. B. Butell* 19
Mortgagee. Owner.This Release
was written
on the original
Mortgage.Entered
this 1st day
of October
1925
at Kansas City,
Mo.Notary Public
Reg. of Deeds.This assignment see Page 504 5100
for assignment in the 50 500 500