

BANK OF NORTH STATIONERY CO. KANSAS CITY, MO. 641

FROM
Gus Hartmann et al
TO
O.J. Thompson.

STATE OF KANSAS, DOUGLAS COUNTY, KS.
This instrument was filed for record on the 4 day of
Mch A. D. 1926, at 9:16 A. M. -
Jas E. Wellman
Register of Deeds.
By Deputy.

Reg. No. 1527
Fee Paid 7.75

THIS INDENTURE, Made this first day of March, in the year of our Lord, one thousand nine hundred and twenty six between
Gus Hartmann and Ethel Hartmann his wife
of Leocompton in the County of Douglas and State of Kansas
part iers of the first part, and O.J. Thompson part y of the second part.

WITNESSETH, that the said part iers of the first part, in consideration of the sum of DOLLARS, to him 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 y of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Twenty five and $\frac{1}{2}$ acres out of the northwest corner of the 40 acres of the south $\frac{1}{2}$ of the south west fourth of section 13, township 12, range 17. Bounded on the south by the California Road on the west by the road from Big Springs to the Kansas River, also the south east qr. of section 11, township 12 of range 17; excepting a tract conveyed by Asa Richardson and wife to Oliver Spencer. Wm Copeland, James Kirk, George Painter and Thomas Farris by deed recorded in book 29 at page 83 on July 15th 1882s. Containing about 1-14 acres used for a cemetery. The land hereby conveyed containing 78 $\frac{3}{4}$ acres more or less.

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

And the said part iers 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 seised 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 thereon.

It is agreed between the parties hereto that the part iers 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 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 y of the second part, the less, if any, made payable to the part y of the second part to the extent of interest. And in the event that said part iers 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of DOLLARS, Thirty one hundred 19.28 according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 1st day of March 1926 and by its 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 part y of 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 obligations 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 y 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 profits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all money 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 making such sale, on demand, to the first 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 iers of the first part have hereunto set their hand and seal on the day and year last above written.

Gus Hartmann (SEAL)

Ethel Hartmann (SEAL)

(SEAL)

(SEAL)

STATE OF Kans.
COUNTY OF Douglas

BE IT REMEMBERED, That on this first day of March A. D. 1926, before me, a

Notary Public in the aforesaid County and State, came

Gus Hartmann and Ethel Hartmann his 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 8 day of Jan. 1930 J.W. Kreider Notary Public.

RELEASE

This Release was written on the original Mortgage.

entered 15 this 2nd day of March 1926.

Jas E. Wellman
Reg. of Deeds.

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 3 day of Mch 1928.

O.J. Thompson Mortgage. Owner.