

MORTGAGE RECORD 69

365

FROM

Ray Shuler et al

TO

Watkins Nat'l Bank,

STATE OF KANSAS, DOUGLAS COUNTY, KS.

This instrument was filed for record on the 29 day of

June A. D. 1926, at 9:10 A. M.

H. E. Wellman

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 26th day of June, 1926, in the year of our Lord, one thousand nine hundred and twenty six between Ray Shuler and Minnie A. Shuler his wife

of Lone Star In the County of Douglas part 1st. of the first part, and Watkins National Bank and State of Kansas

WITNESSETH, that the said part 1st. of the first part, in consideration of the sum of Eight Thousand and no/100 (\$8,000.00) 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 part 2nd. of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the northeast corner of the northwest quarter of section 23 township 14, Range 18, in Douglas county, Kansas; thence running south along the east side of said quarter one hundred sixty(160) rods; thence west along the south side of said quarter twelve hundred ninety two (1292) feet, more or less, to a corner stone; thence north to the center of the county road; thence along the center of said road in a northeasterly direction to where the said county road crosses the north line of said quarter thence east along said north line to the place of beginning, being about seventy (70) acres more or less; also ten acres in a square form in the southeast corner of the southwest quarter of section 14 township 14 range 18, Douglas County, Kansas. Also southeast quarter of section 23, township 14, range 18. (the note for \$8,000.00 given secured by this mortgage to be dated July 1, 1926 and due in five (5) years from date.

with the appurtenances and all the estate, title and interest of the said parties 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 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 thereto.

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 all taxes or assessments that may be levied or assessed against said real estate when the same become 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 insurance company as shall be specified and directed by the part 2nd. of the second part, the loss, if any, made payable to the part 2nd. of the second part to the extent of its 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 2nd. 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 Thousand and no/100 (\$8,000.00)

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 26th day of June 1926, and by its terms made payable to the part 2nd. 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 2nd. 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 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 2nd. 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 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 part 2nd. of the second part to the part 1st. of 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 1st. of the first part have hereunto set their hands and seals the day and year last above written.

Ray Shuler

(SEAL)

Minnie A. Shuler

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 26th day of June A. D. 1926, before me, a

Notary Public in the aforesaid County and State, came

LS Ray Shuler and Minnie A. Shuler his wife

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 9th day of September 1929 John H. Tucker 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 6 day of Jan 1931

Corp Seal

Watkins National Bank
Cashier

Mortgagee

Owner.

This Release was written on this original Mortgage and filed in the office of the Register of Deeds.

John H. Tucker
Notary Public

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