

MORTGAGE RECORD 69

453

FROM
C.A. Bliesner
TO
Law. B. & L, Ass'n.
By
Sept. 30
A. D. 1926 . at 3:10 P. M.
G. E. Wellman
Register of Deeds.
Deputy.

Reg. No. 2078
Fee Paid 5.00

THIS INDENTURE, Made this twenty ninth day of September
hundred and twenty six between
C.A. Bliesner and Lillian Bliesner his wife
of Lawrence in the County of Douglas
part iss of the first part, and Lawrence Building & Loan Ass'n. and State of Kansas

WITNESSETH, that the said part iss of the first part, in consideration of the sum of Two Thousand part y of the second part.
which is hereby acknowledged, ha ve sold, and by this indenture do DOLLARS, to them duly paid, the receipt of
to following described real estate situated and being in the County of Douglas Grant, Bargain, Sell and Mortgage to the said part y of the second part,
and State of Kansas, to-wit:

Beginning at a point on the west line of section five (5) Four hundred (400) feet north
of a stone which is nine and 77/100 (9.77) chains south of the northwest corner of section
five (5) Township thirteen (13) Range twenty (20) thence east one hundred and seventy four
and one half (174½) feet, thence south one hundred (100) feet thence west one hundred
seventy four and one half (174½) feet thence north one hundred (100) feet to place of
beginning containing 2/5ths of an acre.

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

And the said part iss of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and release of a
pool 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 iss 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its
interest. And in the event that said part iss 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 6% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Two Thousand & no/100

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 29th day of September 19 26.
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 able 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 iss
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 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 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
overplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part iss.
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 iss of the first part ha ve hereunto set their hand s and seal s the day and year
last above written.

C.A. Bliesner (SEAL)

Lillian Bliesner (SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 29th day of September A. D. 19 26, before me, a

Notary Public in the aforesaid County and State, came

C.A. Bliesner and Lillian Bliesner his wife

IS to me personally known to be the same person s 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 18th day of October 19 26 I.C. Stevenson 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 30th day of June 19 26

I.C. Stevenson
Corp. Seal

George B. Under
Pres.

Mortgage. Owner.

Then returned
to the original
mortgage
entered
on the
day
of
June
1926
George B. Under
Pres.
Mortgage
Owner