

MORTGAGE RECORD 69

493

FROM Klopfenstein TO Kaw Valley State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 13 day of Nov. A. D. 1926 at 8:50 A. M. By Isa E. Wellman Register of Deeds. Deputy Reg. No. 2640 Fee Paid 1.25

THIS INDENTURE, Made this 3rd day of Nov, between Laura E. Klopfenstein and L.E. Klopfenstein her husband, in the year of our Lord, one thousand nine hundred and twenty six between Laura E. Klopfenstein and L.E. Klopfenstein her husband of Eudora in the County of Douglas and State of Kansas parties of the first part, and Kaw Valley State Bank, Eudora, Kansas of the second part,

WITNESSETH, that the said part ies of the first part, in consideration of the sum of Five Hundred 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 Grant, Bargain, Sell and Mortgage to the said part yof the second part, Johnson and State of Kansas, to-wit:

Our undivided one twelfth interest in the following described real estate; The north-west quarter of sec. 28 and the northeast quarter of the northwest quarter of the south-west quarter sec. 36 all in Twp/13, Rg. 21 and the following in Douglas County, Kansas; The north half of the northeast quarter of sec. 27, Twp. 13 Rg. 21, except the following; beginning at the northwest corner of said quarter section. thence running south 80 rods to a stone, thence east 23 rods to a stone, thence north 60 rods to a stone thence east twenty six rods to a stone, thence north 20 rods to a stone thence west 40 nine rods to the place of beginning.

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. g of the premises above granted, and seized 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. 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 ies of the first part shall keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance or 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 its 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 shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then 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 Five Hundred DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 3rd day of Nov 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. ies 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 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 surplus, if any there be, shall be paid by the part. y making such sale, on demand, to the first part. ies 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 ha ve hereunto set their hand s and seal s the day and year last above written.

Laura E. Klopfenstein (SEAL)
L.E. Klopfenstein (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas) ss.
COUNTY OF Douglas)

BE IT REMEMBERED, That on this 3rd day of November A. D. 1926, before me, a Notary Public in the aforesaid County and State, came Laura E. Klopfenstein and L.E. Klopfenstein her husband

to me personally known to be the same persons 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 Dec. 1926 C.E. Cory 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 Feb. 1933.

Corp Seal Kaw Valley State Bank, Eudora, Mo. Mortgagee. Laura E. Klopfenstein Owner.

This Release was written on the original Mortgage entered this 28th day of Feb. 1933.