

MORTGAGE RECORD 69

597

Reg. #2432
Fee 16.00

FROM
G. W. Shuler et ux
A. O. Vaughn et ux

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 2 day of March A.D. 1927, at 9:00 A. M.
By *Isa E. Wellman* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 8th day of January, in the year of our Lord, one thousand nine hundred and twenty seven, between George A. Shuler and Almira Shuler his wife of Baldwin in the County of Kansas Douglas and State of Kansas part 1es of the first part, and

A. A. Vaughn and Laura P. Vaughn Six Thousand ----- of the first part, in consideration of the sum of part 1es of the second part, which is hereby acknowledged, have sold, and by this indenture do DOLLARS, to duly paid, the receipt of Grant, Bargain, Sell and Mortgage to the said part 1es of the second part, Douglas and State of Kansas, to-wit:

The North East Quarter (NE¹/₄) of Section Seven (7) Township Fifteen (15) Range Nineteen (19)-----

with the appurtenances and all the estate, title and interest of the said part 1es of the first part therein.

And the said part 1es 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 intend of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that they warrant and defend the same against all parties making lawful claim thereon. It is agreed between the parties hereto that the part 1es 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 1es of the second part to the extent of their interest. And in the event that said part 1es 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 1es 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.

Six Thousand -----

According to the terms of one certain written obligation for the payment of said sum of money, executed on the 8 day of January 1927, and by its terms made payable to the part 1es 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 1es 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 1es of the first part shall fail to pay the same as provided in this indenture.

And this mortgage 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 the mortgagee 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 1es 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 thereon; 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 1es of the second part to the first part 1es.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein mentioned, 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 1es of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

Geo. A. Shuler (SEAL)
Almira Shuler (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.
BE IT REMEMBERED, That on this 12 day of February A. D. 19 27, before me, a Notary Public in the aforesaid County and State, came George A. Shuler and Almira Shuler

L.S. 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 15 day of May 19 27 H. M. Clark 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 27 day of Aug 1934
George A. Vaughn *Shane E. Miller* *Barton E. Vaughn* *Miss Laura P. Vaughn*
J. Ernest Vaughn *William W. Vaughn* *Marla K. Vaughn* *Don M. Olson*
Orville R. Vaughn
Being all and only heirs at law of A. A. Vaughn, Deceased