

339

Reg. No. 1610
Fee Paid \$1.75

SAME ROSENWORTH STATIONERY CO KANSAS CITY MO 64101

STATE OF KANSAS, DOUGLAS COUNTY. ss

This instrument was filed for record on the 2 day of November A. D., 1931, At 10 : 00 A. M.

Augusta M. Durr

THIS INDENTURE, Made this 31st day of October, 1931, between

Louis Seiwald and Mary Seiwald his wife

of Douglas County, in the State of Kansas of the first part, and
Augusta M. Durr

of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Seven Hundred Fifty

by these presents, grant, bargain, sell and convey unto said part Y of the second part, her heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

The North East Quarter (¼) of the North East Quarter (¼) and the South West Quarter (¼) of the North East Quarter (¼), and the South East Quarter (¼) of the North West Quarter (¼) and the South West Quarter (¼) of the South East Quarter (¼) all in Section Sixteen (16) Township Thirteen (13), Range Twenty-One (21) county and state aforesaid. Containing 160 acres more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever;

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said

Louis Seiwald and Mary Seiwald have _____ to say they have received and delivered _____ certain promissory note to said party _____ of the second part, for the sum of _____ Seven Hundred and Fifty _____ DOLLARS, bearing even date herewith, payable at _____ the office of C. F. Richards, in Eudora, Kansas, _____

every first installment payable on the _____ day of _____ 19____, the second installment on the _____ day of _____ 19____, and _____ installment on the _____ day of _____ 19____, in each year thereafter, until the entire sum is fully paid.

WHEREAS, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ 3700.00 with interest thereon at the rate of 6 1/2 per cent, payable semi annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the secured hereunder may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage, and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part 7 of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisalment waived at option of mortgagee.

Now if said

Louis Seiwald and Mary Seiwald

shall pay or cause to be paid to said part **y** of the second part, **their** heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of any nature which are or may be assessed or levied against said premises or part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall, by these presents become due and payable, and said part **y** of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part ies of the first part, for themselves and their heirs, do hereby covenant and with the said part y. of the second part, executors, administrators or assigns, that _____ lawfully seized in fee of said premises, and have ve good right to sell and convey the same, that said premises are free and clear of all incumbrances, except a mortgage of \$3700.00 to the Collins Mortgage Co.

and that **they** will, and **their** heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hands the day and year first above written.

ATTEST:

Louis Seiwald

Mary Seiwald

STATE OF KANSAS.

COUNTY OF Douglas
A. D. 1931, before me,

BE IT REMEMBERED, That on this 31st day of October
C. F. Richards, a Notary Public in and for said County and State, came
Louis Seiwald and Mary Seiwald his wife

to me personally known to be the same person 8 who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

SEAL

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 April 4th 19 34. C. F. Richards Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this 27 day of August 1952

ATTEST:

C. F. Richards

Augusta M. Durr.

This Release
was written
in the original
Mortgage
this 7 day
of Sept
1932
E. C. [Signature]
Reg. at [Signature]