

MORTGAGE RECORD 72

KANSAS, DOUBLE NORTH STATION, FRY CO. KANSAS CITY, MO 64108

Reg. No. 1875
Page No. 1875
Fee Paid

FROM

Bertha M. Rudiger
TO

The Fraternal Aid Union

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of July A. D. 1932, at 4:15 P. M.

By *Edie E. Armstrong* Register of Deeds.
By *Lucinda Jester* Deputy

THIS INDENTURE, Made this Sixth day of July in the year of our Lord nineteen hundred thirty-two between Bertha M. Rudiger, a Widow

of Lawrence in the County of Douglas and State of Kansas
of the first part, and THE FRATERNAL AID UNION, a corporation

of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of SEVENTY-EIGHT HUNDRED DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part its successors and assigns forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

The North Half (N $\frac{1}{2}$) of Southwest Quarter (SW $\frac{1}{4}$), and Northwest Quarter (NW $\frac{1}{4}$) less five acres in northwest corner thereof conveyed to C. E. Daniels described in deed recorded in Deed Book 119, page 565; all in Section Thirty-three (33), Township Twelve (12), Range Nineteen (19), containing 235 acres.(Upon payment of \$4000.00 on the principal and all interest and taxes then due, party of second part agrees to release the N $\frac{1}{2}$ of SW $\frac{1}{4}$ Section 33-12-19)

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

Bertha M. Rudiger

do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances further agrees to keep buildings unceasingly insured against loss by Fire or Tornado for not less than \$5350.00; policies to be held by Mortgagee.

This grant is intended as a mortgage to secure the payment of the sum of

Seventy-eight hundred Dollars, according to the terms of one certain note this day executed and delivered by the said

Bertha M. Rudiger

to the said party of the second part \$7800.00 due three years after date hereof with interest at six per cent payable semi-annually, privilege to pay \$100 or multiple on the principle on any date.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its successors and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Bertha M. Rudiger, her

heirs and assigns

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Bertha M. Rudiger

(SEAL)

(SEAL)

STATE OF KANSAS,

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 6th day of July

A. D. 1932 before me R. M. Fitzpatrick a Notary Public in and for said County and State,

came Bertha M. Rudiger

to me personally known to be the same person who executed the foregoing instrument of writing 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 March 25th, 1933 1933 R. M. Fitzpatrick Notary Public.
My Commission Expires March 25th, 1933

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 17th day of May A. D. 1933

ATTEST:

*Guilford Emery**William D. Doering*This Release was written on the original mortgage entered in this office on the 17th day of May 1933.
Notary Public
Reg. of Deeds
County

For Extension see Book 13 page 471

For Original see Book 13 page 471