

Reg. No. 630

Fee Paid, \$3.50

MORTGAGE RECORD-73

FROM

Albert Schwartz et ux

TO

Sophia Eleier

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 4 day of March A. D. 1930 at 1:40 o'clock A. M.

E. E. Fritz
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 6th day of February

Thirty

between

Albert Schwartz, and Neva Schwartz, husband and wife

of Douglas in the County of _____ and state of Kansas, of the first part, and Sophia Eleier

of the second part,

Fourteen hundred twenty five and no/100

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, to wit: sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, her heirs 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 the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5) and Forty Five (45) acres in the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5) described as commencing at the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5) Thence West Ninety (90) rods, North Eighty (80) rods, East Ninety (90) rods, and South Eighty rods (80) to place of beginning, also the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Four (4) all in Township 15, South, Range 19 East of the 6th P. M., being 170 acres more or less.

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

Albert Schwartz and Neva Schwartz

do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of full maintenance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a MORTGAGE to secure the payment of the sum of Fourteen hundred twenty five and no/100 DOLLARS, according to the terms of a certain promissory note this day executed by said

Albert Schwartz and Neva Schwartz

Said note being given for the sum of Fourteen hundred twenty five and no/100 DOLLARS, dated February 6, 1930, due and payable in Five years from 2-27-30, with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of sufficient Fire & Tornado Insurance DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part, and it shall be lawful for the part of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of the second part, her executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said Albert Schwartz & Neva Schwartz, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

Albert Schwartz (SEAL)

Neva Schwartz (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 6th day of February, A. D. 1930, before me the undersigned a Notary Public in and for said County and State, came Albert Schwartz and Neva Schwartz, husband and wife

Legal Seal.

to me personally known to be the same person 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.

E. E. Fritz
Notary Public
My commission expires 2/11, 1931

RECEIVED
\$ 1425.00
I hereby certify that the within named Mortgages, the sum of Twente Hundred Twenty five Dollars, in full satisfaction of the within Mortgage, were duly paid to me by the said Albert Schwartz and Neva Schwartz, March 31, 1931.
Sophia Eleier

Recorded April 8, 1931
Nard G. Bock
Register of Deeds