

Reg. No. 1238
Fee Paid, \$ 13.75

MORTGAGE RECORD-73

FROM
John Stahel
TO
John Heffner

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 4 day of
March A. D. 19 31, at 4:30 o'clock P. M.

Erin S. Combs
Register of Deeds.
By _____, Deputy.

THIS INDENTURE, Made this 28th day of Febr. _____, in the year of our Lord one thousand nine hundred
Thirty one between
John Stahel and Mabel Stahel husband and wife
of _____ in the County of Douglas _____ and state of Kansas, of the first part, and
John Heffner _____ of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Fifty Five Hundred 00/100 DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
to the said party of the second part, his 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:

North-east Quarter of Section Four (4) Township Fifteen (15) Range Eighteen (18)
East of the 6th P. M.

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

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 inheritance 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 Fifty Five Hundred 00/100 DOLLARS, according to the terms of one certain promissory note _____ this day executed by said John Stahel and Mabel Stahel _____ to the said party of the second part.

Said note being given for the sum of Fifty Five Hundred 00/100 DOLLARS, dated Febr. 28th 1931, due and payable in Five year. \$ from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons of 330.00 Dollars each thereto attached. 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 parties 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 No 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 parties 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, their 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 party of the second part, his 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 party making such sale, on demand, to the said John Stahel his 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

John Stahel (SEAL)

Mabel Stahel (SEAL)

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 28th day of Febr. _____, A. D. 19 31, before me

a Notary Public in and for said County and State, came J. A. Coritis
John Stahel and Mabel Stahel husband and wife

Legal Senl

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.

J. A. Coritis

Notary Public.

(My commission expires Nov. 24th 19 33)

In plain view in 036-77-17-350