

Reg. No. 1293  
 Fee Paid. \$13.75

## MORTGAGE RECORD-73

FROM <u>Mary A. Wulfkühle</u>	State of Kansas, Douglas County, ss. This instrument was filed for record on the <u>9</u> day of <u>April</u> , A. D. 19 <u>31</u> , at <u>10:05</u> clock <u>A.</u> M. <i>Elie E. Armstrong</i> Register of Deeds. By _____, Deputy.
TO <u>C. W. Boursaw</u>	

THIS INDENTURE, Made this 3rd day of Merch, in the year of our Lord one thousand nine hundred thirty-one, between Mary A. Wulfkühle, a single woman  
 and C. W. Boursaw in the County of Douglas and state of Kansas, of the first part, and

WITNESSETH, That the said part Y. of the first part, in consideration of the sum of Five Thousand Five Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents do he grant, bargain, sell and mortgage to the said part Y. 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 Half (N $\frac{1}{2}$ ) of Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty-five (35) Township  
 Twelve (12) Range Seventeen (17) East

with the appurtenances, and all the estate, title and interest of the said part Y. of the first part therein, and the said Mary A. Wulfkühle do he hereby covenant and agree that at the delivery hereof she is the lawful owner... of the premises above granted and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she 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 Five Thousand Five Hundred DOLLARS, according to the terms of one certain promissory note... this day executed by said Mary A. Wulfkühle to the said part Y. of the second part. Said note being given for the sum of Five Thousand Five Hundred DOLLARS, dated Merch 3rd, due and payable in ten year 8. from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note. XXXXXXXXXX And this conveyance shall be void if such payment be made as in said note XXXXXXXXXXXXXXXXXXXX and as hereinafter specified. And the said part Y. 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 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 Y. 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 sums paid by the part Y. 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 part Y. of the second part, his 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 Y. 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 surplus, if any there be, shall be paid by the part... making such sale, on demand, to the said Mary A. Wulfkühle her heirs and assigns.

IN TESTIMONY WHEREOF, The said part Y. of the first part ha<sup>s</sup> hereunto set her hand... and seal..., the day and year last above written.

Signed, sealed and delivered in presence of

Mary A. Wulfkühle (SEAL)  
 \_\_\_\_\_ (SEAL)

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 3rd day of Merch, A. D. 1931, before me, the undersigned a Notary Public in and for said County and State, came Mary A. Wulfkühle, a single woman

Legal Seal

(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.

IN WITNESS WHEREOF, I have hereunto ~~affixed~~ set my ~~hand~~ hand and affixed my ~~own~~ notarial seal, on the day and year last above written.

John E. Kirm  
 Notary Public.

(My commission expires Apr. 10, 1932.)

53540-20  
 THIS INSTRUMENT IS FILED ON THE ORIGINAL INSTRUMENT  
 RECEIVED OF Mary A. Wulfkühle BY W. W. WITTEBORN MORTGAGEE  
 THE SUM OF Five Thousand Five Hundred DOLLARS, IN FULL  
 SATISFACTION OF THE WITHIN MORTGAGE.  
C. W. Boursaw  
 Reg. of Deeds.  
 Was written  
 and signed  
 Mortgaged  
 entered  
 this 9th day  
 of February  
 1931  
Harold H. Bink