

MORTGAGE RECORD-73

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State of Kansas, Douglas County, ss.

This instrument was filed for record on the 9 day of April A. D. 1931 at 10:10 o'clock A. M.

By *Ed. E. Armstrong* Register of Deeds.

Deputy.

FROM *Wulfkubie, a single man*

TO *C. W. Bournew*

THIS INDENTURE, Made this 2nd day of March, in the year of our Lord one thousand nine hundred thirty one, between *Hubert H. Wulfkubie, a single man*

of the County of Douglas and state of Kansas, of the first part, and *C. W. Bournew*

of the second part, WITNESSETH, That the said part *W* of the first part, in consideration of the sum of *Three Thousand (\$3,000.00)* DOLLARS, to *him* duly paid, the receipt of which is hereby acknowledged, is *he* sold, and by these presents do *he* grant, bargain, sell and mortgage to the said part *W* 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:

East One hundred (100) acres of the southeast quarter (SE $\frac{1}{4}$) of Section twenty-five (25) township twelve (12) Range Seventeen (17) and a strip of ground one rod wide along the west side of said tract, less a strip of ground two rods wide on the North side of said tract extending to the creek Douglas County, Kansas.

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

Hubert H. Wulfkubie

do *he* hereby covenant and agree that at the delivery hereof *he is* the lawful owner of the premises above granted and reized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that *he* 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 *Three Thousand* DOLLARS, according to the terms of *his* one certain promissory note this day executed by said

Hubert H. Wulfkubie

Said note being given for the sum of *Three Thousand and no/100* DOLLARS, dated *March 2, 1931*, due and payable in *five* year *5* from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons of *Dollars* each therein attached. And this conveyance shall be void if such payment be made as in said note and coupons therein attached, and as hereinafter specified. And the said part *W* 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 *Three Thousand and no/100* 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 *W* 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 *W* of the second part, and all sums paid by the part *W* of the second part for insurance, shall be due and payable or not, at the option of the part *W* of the second part; and it shall be lawful for the part *W* 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 *W* 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 part *W* making such sale, on demand, to the said *Hubert H. Wulfkubie* heirs and assigns.

IN TESTIMONY WHEREOF, The said part *W* of the first part by *his* hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

Hubert H. Wulfkubie (SEAL)

(SEAL)

State of Kansas, *Shawnee* County, ss.

BE IT REMEMBERED, That on this 2nd day of March, A. D. 1931, before me, the undersigned a Notary Public in and for said County and State, came *Hubert H. Wulfkubie a single man*

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 set my hand and seal, and affirmed my seal, on the day and year last above written.

John E. Kinn

Notary Public

My commission expires Apr. 10th 1932

Hubert H. Wulfkubie
C. W. Bournew
John E. Kinn
Notary Public

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Hubert H. Wulfkubie
C. W. Bournew
John E. Kinn
Notary Public
My commission expires Apr. 10th 1932