

Reg. No. 1578
Fee Paid, \$ 5.00

MORTGAGE RECORD-73

FROM
Ed Grob and wife

TO
D. E. Dumbauld

State of Kansas, Douglas County, ss.
This instrument was filed for record on the 5 day of
Oct., A. D. 1931, at 10:35 o'clock A.M.
Elsie E. Connelley
Register of Deeds.
By _____, Deputy.

THIS INDENTURE, Made this 1st day of October, in the year of our Lord one thousand nine hundred thirty-one, between
Ed Grob and Katherine Grob, his wife
in the County of Douglas and state of Kansas, of the first part, and
D. E. Dumbauld

of the second part,
Two Thousand and no/100
WITNESSETH, That the said part of the first part, in consideration of the sum of DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, in YE sold, and by these presents do grant, bargain, sell and mortgage to the said part 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:

The South half of the Southeast One-Quarter less one acre for school in the Southeast corner of Section Twenty-One, Township Thirteen, Range Twenty-One

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said Ed Grob and Katherine Grob, his wife 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 Two Thousand and no/100 DOLLARS, according to the terms of certain promissory note, this day executed by said Ed Grob and Katherine Grob, his wife to the said part of the second part, Two Thousand and no/100 DOLLARS, dated October 1, 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 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 Two 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, interest 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 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, 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, appraisal hereby waived or not, at the option of the part 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 making such sale, on demand, to the said Ed Grob and Katherine Grob, his wife 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

Ed Grob (SEAL)
Katherine Grob (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 3rd day of October, A. D. 1931, before me the undersigned a Notary Public in and for said County and State, came Ed Grob and Katherine Grob, his wife

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

Legal Seal
(Seal)

IN WITNESS WHEREOF, I have hereunto set hand Notarial seal, on the day and year last above written.

C. E. Cory
Notary Public.

My commission expires Dec. 15, 1934

\$ 2000.00
Presented to C. E. Cory & Son, Notary Public, for recording
The sum of Two Thousand
Dollars
Satisfaction of the within mortgage
Ed Grob and Katherine Grob
D. E. Dumbauld
1931
October
11th
1931
C. E. Cory