

Reg. No. 2324
Fee Paid, \$ 3.75

MORTGAGE RECORD-73

FROM
John Kasberger and wife

TO
E. T. Emery

State of Kansas, Douglas County, ss.
This instrument was filed for record on the 25 day of
Jrn. A. D. 1934 at 4:45 o'clock P. M.
E. T. Emery
Register of Deeds.
By _____, Deputy.

THIS INDENTURE, Made this 25th day of January, in the year of our Lord one thousand nine hundred
Thirty-four, between John Kasberger and Emma Kasberger, his wife,

of Lawrence in the County of Douglas and state of Kansas, of the first part, and
E. T. Emery

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Fifteen Hundred & no/100 (\$1500.00) 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:

The South Half of the Northwest Quarter of Section 15, Township 13, Range 21,
Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said
parties of the first part
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 Fifteen Hundred & no/100 (\$1500.00) DOLLARS, according to the terms of one certain promissory note, this day executed by said parties of the first part

Said note being given for the sum of Fifteen Hundred & no/100 (\$1500.00) DOLLARS, dated January 25, 1934, 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 \$45.00 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 mortgage in the sum of Ten Hundred & no/100 (\$1000.00) DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interest 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, 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 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 parties of the 1st part, their heirs and assigns.

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

Signed, sealed and delivered in presence of

John Kasberger (SEAL)

Emma Kasberger (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25th day of January, A.D. 1934, before me the undersigned, a Notary Public in and for said County and State, came John Kasberger and Emma Kasberger, his wife,

Legal 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 (Seal) IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Bernice E. Jones
Notary Public.
(My commission expires Dec. 29, 1935.)

*My note being recorded having been paid in full, the mortgage is hereby released; first the plain party executed, duly signed, dated 25th day of July, A. D. 1934
E. T. Emery
Bernice E. Jones
Notary Public*