

Reg. No. 2491
Fee Paid, \$1.50

MORTGAGE RECORD-73

FROM
Walter T. Pohl and wife

TO
R. E. Elliott

State of Kansas, Douglas County, ss.
This instrument was filed for record on the 18 day of
Sept. A. D. 1934, at 100 o'clock A.M.
E. S. Spangler
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 14th day of September, in the year of our Lord one thousand nine hundred thirty four, between Walter T. Pohl and Louise W. Pohl, husband and wife

in the County of Douglas and state of Kansas, of the first part, and
R. E. Elliott,

of the second part,
WITNESSETH, That the said parties of the first part, in consideration of the sum of
Six Hundred and No/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:

The West Half of the South West Quarter of Section Sixteen of Township Fifteen, of Range
Nineteen, containing 80 acres more or less

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said
Walter T. Pohl and Louise W. Pohl

do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Six hundred and No/100 ----- DOLLARS, according to the terms of one certain promissory note, this day executed by the Parties of the first part

Said note being given for the sum of Six Hundred dollars ----- dated September 14, 1934, due and payable in \$100.00 September 14, 1935 and \$500.00 payable five years after
thereof until paid, according to the terms of said note. And this conveyance shall be void if such payment be made as in said note, 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, 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, her 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, her 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 parties of the first part 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
Walter T. Pohl (SEAL)
Louise W. Pohl (SEAL)

State of Kansas, Franklin County, ss.

BE IT REMEMBERED That on this 14th day of September, A. D. 1934, before me the undersigned, a Notary Public in and for the County and State, came Walter T. Pohl and Louise W. Pohl husband & 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 set my hand and Notarial seal, on the day and year last above written.

S. W. Spangler
Notary Public.
(My commission expires April 8, 1937.)

THIS FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT
Received of Walter T. Pohl and Louise W. Pohl the sum of Six hundred and No/100 Dollars, in full satisfaction of the within Mortgage.
R. E. Elliott

This Release was written on the original Mortgage. Entered this day of 1934.
R. E. Elliott
Deputy