

Reg. No. 574

Fee Paid, \$6.00

MORTGAGE RECORD-73

Receiving No. 2213

FROM

Hubert H. Walfkühle and

Violet M. Walfkühle, his wife

TO

C. W. Boursaw

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 14 day of

April A. D. 1936 at 1:30 o'clock P. M.

Harold A. Black
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 14th day of March, in the year of our Lord one thousand nine hundred Thirty-Six, between

Hubert H. Walfkühle and Violet M. Walfkühle, his wife,

xx in the County of Douglas and state of Kansas, of the first part, and

C. W. Boursaw of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand Four 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:

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, in 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

Hubert H. Walfkühle and Violet M. Walfkühle, 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 Four Hundred and no/100 ----- DOLLARS, according to the terms of one certain promissory note this day executed by said

Hubert H. Walfkühle and Violet M. Walfkühle, his wife to the said party of the second part. Said note being given for the sum of Two Thousand Four Hundred and no/100 ----- DOLLARS, dated March 14, 1936, due and payable in ten years from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons ~~xx 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 Four Hundred 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 that 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, 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 party 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 party making such sale, on demand, to the said Hubert H. Walfkühle and Violet M. Walfkühle 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

Hubert H. Walfkühle (SEAL)

Violet M. Walfkühle (SEAL)

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 14th day of March, A. D. 1936, before me, the undersigned, a Notary Public in and for said County and State, came Hubert H. Walfkühle and Violet M. Walfkühle, his wife

to me personally known to be the same persons 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 affixed my Notarial Seal, on the day and year last above written.

Hugh A. Smith
Notary Public.

(SEAL)

My commission expires Gen. 7, 1939.

9/23/43
Received of Hubert H. Walfkühle and Violet M. Walfkühle, his wife, the sum of Two Thousand Four Hundred and no/100 ----- Dollars, in full satisfaction of the within Mortgage.
C. W. Boursaw

Recorded - October 1, 1943
Harold A. Black
Register of Deeds