

STATE OF KANSAS, DOUGLAS COUNTY, ss.

TO

This instrument was filed for record on the 14 day of

Sep 27 A. D. 1927 at 4:50 P. M.

Prof. E. Williams

Merchants L & Sav. Bank

By \_\_\_\_\_ Deputy: \_\_\_\_\_

THIS INDENTURE, Made this first day of September, in the year of our Lord, one thousand nine hundred and twenty seven between \_\_\_\_\_

Victor N. Solberg a widower

of Lone Star in the County of Douglas and State of Kansas  
part y of the first part, and The Merchants Loan & Savings Bank, Lawrence, Kansas

WITNESSETH, That the said parties... of the first part, in consideration of the sum of Fifteen Hundred and no/100 (\$1500.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he... sold, and by this indenture do... Grant, Bargain, Sell and Mortgage to the said part... of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The south one hundred (100) acres of the southwest quarter (SW $\frac{1}{4}$ ) of Section Six (6) in Township fourteen (14) Range nineteen(19)

with the appurtenances and all the estate, title and interest of the said part Y of the first part therein.

And the said party Y. of the first part do SS. hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part—Y— of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that **he will** keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part—Y— of the second part to the extent of **its** interest. And in the event that said part—Y— of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as

THIS GRANT is intended as a mortgage to secure the payment of the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars,

According to the terms of one certain written obligation for the payment of said sum of money, executed on the 11th day of September 1921,  
and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or  
sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said

part. ✓ of the first part shall fail to pay the same as provided in this indenture. \_\_\_\_\_ and this conveyance shall be void if such payment be made as here provided, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid, when the same become due and payable, or if the taxes are not levied up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part. ✓ of the second part \_\_\_\_\_

\_\_\_\_\_ to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part Y.

\_\_\_\_\_ is agreed by the parties hereto that the terms and conditions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be chargeable upon, the heirs, assigns, administrators, personal representatives, successors and assigns of the said parties hereto.

IN WITNESS WHEREOF, The part 8 of the first part has 1 hereunto set his hand and seal                      the day and year last above written.

Victor N. Solberg (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas } ES.

BE IT REMEMBERED, That on this 14th day of September A. D. 1927, before me, a

Victor N. Solberg a widower

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

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal, on the day and year last

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My commission expires on the 20th day of April 1929

**A.F. McClanahan** Notary Public

**RELEASE**

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 1st day of September, 1931.

Corp. Seal

1<sup>st</sup> day of September, 1931  
 To Merchants Loan and Savings Bank  
 by J. C. Whipple Cashier  
 Mortgagee.

Mortgagee. Owner

Owner