

MORTGAGE RECORD 74

Reg. No. 3831
Fee Paid, \$ 15.00

235

FROM
Christian C. Schaeke
TO
Walter G. Thiele

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 28 day of Feb A. D. 19 28 at 9:00 A. M.
Isa E. Wellman
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this thirtieth day of December, in the year of our Lord, one thousand nine hundred and twenty seven (1927) between
Christian C. Schaeke and Louisa Schaeke his wife
of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Walter G. Thiele of Lawrence, Kansas
parties of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six Thousand (\$6,000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The northeast fractional quarter of section 34 township 12, Range 20, except 40 acres which 40 acres is described as follows: Commence at the southwest corner of said quarter section; thence east 64 rods, thence north 100 rods thence west 64 rods, thence south 100 rods to place of beginning. Also Lot 1 or the southeast fractional quarter of Section 27, Township 12 Range 20 lying south of the Kansas river. Also the west fractional part of the southwest fractional quarter of section 26, Township 12, Range 20 west of Shawnee Reservation Line. Also the west fractional part of Northwest Quarter section 35, Township 12, Range 20 West of Shawnee Reservation line. Also a strip of land 14 rods wide immediately East of and adjoining said last described tract. Said tract of 14 rods wide described as 14 rods off the west side of the Northwest fractional Quarter Section 35, Township 12 Range 20, East of Shawnee Reservation Line. All of said tracts and parcels of land above described being east of the sixth P.M. and all lying and being in the County of Douglas aforesaid, all of said land containing 215 and 7/10 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 parties of the first part 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 parties making lawful claim thereto.

It is agreed between the parties hereto that the parties 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 become due and payable, and that they 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 parties of the second part to the extent of his interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the parties of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six Thousand (\$6,000.00) DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 30th day of December 19 27 and by its terms made payable to the parties 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 parties 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 parties 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 herein specified, 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 insurance is not kept 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 of 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 parties of the second part 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 provided 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 parties of the second part, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and more to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal on the day and year last above written.

Christian C. Schaeke (SEAL)

Louisa Schaeke (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 30th day of December A. D. 19 27, before me, a Notary Public in the aforesaid County and State, came

LS Christian C. Schaeke and Louisa Schaeke his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

My commission expires on May 21, 1931

E. F. Huddleston 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 19 28

Walter G. Thiele

Mortgagee. Owner.

This Release was written and acknowledged before me on the 1st day of September 1928 at Lawrence, Kansas.
Isa E. Wellman
Register of Deeds.