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MORTGAGE RECORD 74

Reg. No. 3391
Fee Paid, \$ 33.75

259

FROM

R. C. Welborn et al
TO

Gideon Nels

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of
March A. D. 1928, at 10:15 A. M.

Register of Deeds.

Deputy.

THIS INDENTURE, Made this second day of March in the year of our Lord, one thousand nine hundred and twenty-eight between R. C. Welborn and Clyde E. Welborn, his wife and Rankin Perry Welborn and Marjorie Welborn, his wife,
of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Gideon Nels

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirteen Thousand Five Hundred and no/100 (\$13,500.00) 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 party of the second part, the following described real estate situated and being in the County of Kansas and State of Kansas, to-wit:

Beginning at the Southeast corner of the Northwest Quarter (SW¹/₄) of Section Twenty-two (22), Township Twelve (12), Range Twenty (20); thence West Ninety (90) rods; thence North One Hundred Forty-one and 95/100 rods (141.95 rods); thence East Ninety (90) rods; thence Seventy-nine and 1/100 (79.84) acres; also the East Ninety (90) acres of the Southwest Quarter (SW¹/₄) of said Section Twenty-two (22), Township Twelve (12), Range Twenty (20), less the right-of-way of the Union Pacific Railroad across said land; also a strip beginning at the Northwest corner of said Ninety (90) acres; thence West to the RR R.R.; thence South Twenty (20) feet; thence East to the West line of said Ninety (90) acres; thence North Twenty (20) feet to the beginning.

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 seised of a good and lawful estate of inheritance therein, free and clear of all incumbrances save a \$17,000.00 mortgage to the Kansas City Joint Stock Land Bank.

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 becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be decided and directed by the part of the second part, the loss, if any, made payable to the party of the second part to the extent of his interest. And in the event 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 party 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 6% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirteen Thousand Five Hundred and no/100 (\$13,500.00) DOLLARS, according to the terms of three certain written obligations for the payment of said sum of money, executed on the second day of March 1928 and by their terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if each 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 mortgage 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 obligations, 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 party 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 prescribed by law and out of all moneys arising from such sale to return 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 party of the first part, making such sale, on demand, by the first part.

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 bind 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 seals the day and year last above written.

R. C. Welborn (SEAL)
Clyde E. Welborn (SEAL)
Rankin Perry Welborn (SEAL)
Marjorie Welborn (SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 9th day of March A. D. 1928, before me, a Notary Public in the aforesaid County and State, came R. C. Welborn and Clyde

Welborn, his wife and Rankin Perry Welborn and Marjorie Welborn, his wife to me personally known to be the same persons 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 the 20th day of April 1929

A. F. McClennahan

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 day of 19

Mortgagee, Owner.