

## MORTGAGE RECORD 74

Reg. No. 140  
Fee Paid, \$ 4.25

FROM  
Eudora Department Store Co.  
TO  
New Valley State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 10 day of April A. D. 1929, at 6:10 A. M.  
By *Ellie E. Armstrong* Register of Deeds.  
By *Ellen A. Azard* Deputy.

THIS INDENTURE, Made this 20th day of March, in the year of our Lord, one thousand nine hundred and twenty nine between  
The Eudora Department Store Company  
of Eudora in the County of Douglas and State of Kansas  
part Y of the first part, and New Valley State Bank, Eudora Kansas  
part Y of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Seventeen Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does 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 Douglas and State of Kansas, to-wit:

The East One Third (1/3) of the South Half (1/2) of the Southwest Quarter (2) (SW<sup>1</sup>/<sub>4</sub>) of Section Six (6) Twp. Thirteen (13) R. Twenty One (21)

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

And the said party of the first part hereby covenants and agrees that at the delivery hereof it 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 incumbrances

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

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 become due and payable, and that 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 Y 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 herein provided, then the part Y 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 12% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Seventeen Hundred DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 20th day of March 1929, 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 Y of the first part shall fail to pay the same as provided in this indenture.

And the conveyance shall be void if such payment be made as herein 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 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, or if and 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 part Y 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 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.

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 inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Eudora Department Store Company (SEAL)

Geo. F. Schubert Pres. (SEAL)

Carl F. Lotz V. P. (SEAL)

(SEAL)

STATE OF Kansas  
COUNTY of Douglas

BE IT REMEMBERED, That on this 9th day of April A. D. 1929, before me, a Notary Public in the aforesaid County and State, came Geo. F. Schubert President and

Carl F. Lotz Vice Pres., Eudora Department Store Co., to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

Legal Seal

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 15th day of December 1930.

C. E. Cory

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 3rd day of March 1930.

*Eugene*

New Valley St. Bank, Eudora, Kansas

By *C. E. Cory*

Mortgagee, Owner.

This Release was written and acknowledged before me on this 4th day of March 1930.

*E. S. Cory*  
Reg. of Deeds

Notary