

MORTGAGE RECORD 74

Reg. No. 379
Fee Paid, \$ 3.50

613

FROM

Oliver Peterson and wife
TO

Peoples State Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of
September A. D. 19 29, at 3:30 P. M.By *Eric G. Connelley* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 10th day of September, in the year of our Lord, one thousand nine hundred and twenty nine between

Oliver Peterson and Alice Peterson, his wife

of the County of Douglas and State of Kansas
parties of the first part, and Peoples State Bank, Lawrence, Kansas

part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Fourteen hundred (\$1,400.00) 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 part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West One Half (1/2) of the North East Quarter (1/4) of Section Eleven (11) Township Thirteen (13) Range Eighteen (18) and Commencing at the North West Corner of the South East Quarter of Section Eleven (11) Township Thirteen (13) Range Eighteen (18) thence south on the West line of said Quarter Section to a point where said West line first intersects the middle of the channel of Wekruken Creek, thence Northeasterly down the middle of the channel of said creek to the point on said creek known as "Kinsey Ford" thence Southeasterly down the middle of the channel of said creek to a point 17 chains South of the North line of said Quarter Section, thence east to a point 18.75 chains East of the West line of said Quarter Section, thence North to the North line of said Quarter Section, thence West on said North line 18.75 chains to the place of beginning, containing 30 acres more or less, reserving the right of way across said ford, thence south easterly along the north bank of said creek to the South line of the land last herein described. This 30 acres otherwise described as the North 30 acres of the West 75 acres of the South East Quarter of Section Eleven (11) Township Thirteen (13) South of Range Eighteen (18) East

with the appurtenances and all the estate, title and interest of the said part 1st. of the first part therein.

And the said part 1st. 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 of a good and indefeasible estate of substance therein, free and clear of all incumbrance what-so-ever

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 1st. 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 will up 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 less, 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 1st. 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 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
Fourteen hundred (\$1,400.00)

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 10th day of September 19 29

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 or interest thereon as herein provided, in the event that said part 1st. of the first part shall fail to pay the same as provided in this indenture.

And this covenants 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 hereby, 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 covenant shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in and written indenture, for the security of which this mortgage 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 OR ASSIGNEES

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 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 part Y making such sale, on demand, to the first part 1st.

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 part 1st. of the first part has hereunto set their hand and seal on the 10th day and year last above written.

Oliver Peterson (SEAL)

Alice Peterson (SEAL)

(SEAL)

(SEAL)

STATE OF Douglas } ss.
County of Kansas }

BE IT REMEMBERED, That on the 10th day of September A. D. 19 29, before me, a Notary Public

in the aforesaid County and State, came

Oliver Peterson and Alice Peterson His wife
to me personally known to be the same person, 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 22nd day of March 19 30

T. J. Sweeney Jr.

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 4th day of December 19 29

Rep Seal

Peoples State Bank, Lawrence, Kansas
By T. J. Sweeney Jr. Vice President Mortgage Owner.

This Release was written in the original Mortgage and entered in the index of the Register of Deeds on 12/10/29

Eric G. Connelley
Reg. of Deeds
Deputy