

MORTGAGE RECORD 76

Reg. No. 623
Fee Paid, \$ 3.75

FROM

C. H. Flora and Ida C. Flora, his wife
TO

Mable Wingert

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of Feb. A. D. 1930, at 4:45 o'clock P. M.

By *E. L. Falkenstein* Register of Deeds.
Deputy.THIS INDENTURE, Made this 27th day of February, in the year of our Lord, one thousand nine hundred and thirty between
O. H. Flora and Ida C. Flora, his wifeof in the County of Douglas and State of Kansas
parties. of the first part, and Mable Wingert

WITNESSETH, That the said parties. of the first part, in consideration of the sum of Fifteen hundred 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:

East half of the Northwest quarter and the Northwest quarter of the Northwest quarter, Section Thirteen (13) Township Fourteen (14), Range Nineteen (19)

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 owner of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance subject to \$2200.00 balance on \$3400.00 mortgage to W. W. Wingert 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 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 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. y. of the second part, the loss, if any, made payable to the part. y. of the second part to the extent of her 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 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

Fifteen hundred

DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 27th day of February, 1930 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 parties. of the first part shall fail to pay the same 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 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 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.

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 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 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.

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 parties. of the first part have hereunto set their hand and seal the day and year last above written.

O. H. Flora (SEAL)

Ida C. Flora (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 27th day of February, A. D. 1930, before me, a Notary Public in the aforesaid County and State, came

O. H. Flora & Ida C. Flora his wife

Legal Seal 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 the 20 day of Jan. 1934

E. L. Falkenstein

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 22nd day of Nov., 1932.

Mable Wingert

Mortgage. Owner.

This Release was written on the original Mortgage entered this 1st day of Dec. 1932.

E. L. Falkenstein
Reg. of Deeds.
County