

MORTGAGE RECORD 76

Reg. No. 1162
Fee Paid, \$ 25.00

FROM

Albert Schwarz - Neva Schwarz

TO

Louisa Schwarz.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17th day of January A. D. 1931, at 11:30 o'clock A. M.

Elin S. Cunningham

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 17th day of January, in the year of our Lord, one thousand nine hundred and Thirty One between
 Albert Schwarz and Neva Schwarz his wife

of Baldwin in the County of Douglas and State of Kansas
 parties of the first part, and Louisa Schwarz

parties of the second part.
 WITNESSETH, That the said parties of the first part, in consideration of the sum of Ten Thousand 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 East Forty five (45) acres of the South half (S $\frac{1}{2}$) of the North East Quarter and, The North half of the South East Quarter (N $\frac{1}{2}$) of SE $\frac{1}{4}$ And South East Quarter of the South East Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) All in Section five (5) Township fifteen (15) Range Nineteen (19) Containing One hundred Sixty five (165) 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 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 parties of the second part, the loan, if any, made payable to the parties of the second part to the extent of their 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 Ten Thousand DOLLARS.

according to the terms of five certain written obligation for the payment of said sum of money, executed on the 17th day of January, 1931, and by their 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 provided, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof in 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 or their attorney-in-fact 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 created, or any part thereof, in the manner prescribed 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 first part making such sale, on demand, to the first party of 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 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 hands and seals the day and year last above written.

Albert Schwarz (SEAL)

Neva Schwarz (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 17th day of January A. D. 1931, before me, a Notary Public in the aforesaid County and State, came

Albert Schwarz and Neva Schwarz his wife

SEAL

to me personally known to be the same person as 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 15 day of May 1931

W. M. Clark

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 27 day of September 1941

Louisa Schwarz
 Mortgagee, Owner.

This release was written on the original mortgage entered this 9th day of October 1941

Hansell, Beck
 Notary Public