

MORTGAGE RECORD 76

Reg. No. 1213
Fee Paid, \$ 3.75

MORTGAGE RECORD 76

FROM

E. C. Anderson and wife

TO

E. W. Penchard

STATE OF KANSAS, DOUGLAS COUNTY, ..

This instrument was filed for record on the 17 day of
Feb. A. D. 1931, at 11:40 clock A. M.

E. W. Penchard

Register of Deeds.
Deputy.THIS INDENTURE, Made this thirtieth day of January, in the year of our Lord, one thousand nine
hundred and thirty one between

E. C. Anderson and Mary E. Anderson husband and wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and E. W. Penchard

part Y of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
Fifteen hundred 00/100 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 North Half (1/2) of the Northeast Quarter (1/4) of Section Six (6) The Southwest
Quarter (1/4) of the Northeast Quarter (1/4) of Section Six (6) and The West Half (1/2)
of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Six (6) all
in Township Fourteen (14) Range Twenty (20)

with the appurtenances and all the estate, title and interest of the said parties 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
seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a certain mortgage of \$3500.00 given by E. W.
Penchard and Hazel Y. Penchard to Peoples State Bank, recorded in Book 66 page 583
and that they warrant and defend the same against all parties making lawful claim thereto.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 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
his 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

Fifteen hundred 00/100

DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 30th day of January 1931
and by the part 1st of the first part, 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 second 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 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 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 and premises, then the 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 or assigns
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 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 1st of the first part have hereunto set their hands and seal on the day and year last
above written.

E. C. Anderson (SEAL)

Mary E. Anderson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 30th day of January A. D. 1931, before me, a

Notary Public in the aforesaid County and State, came

E. C. Anderson and Mary E. Anderson husband and 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 22nd day of March 1934

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 20 day of Jan 1932

E. W. Penchard

Mortgage Owner.

This Release
was filed in
the original
Mortgage
entered
this 20 day
of Jan 1932
by _____E. W. Penchard
Reg. of Deeds.
County