

## MORTGAGE RECORD 76

 Reg. No. 1229  
 Fee Paid, \$ 2.50

MAILING SLIP TOPPER 41542

## FROM

Charles L. Fuller and wife

TO

Will Zimmerman

## STATE OF KANSAS, DOUGLAS COUNTY, ss.

 This instrument was filed for record on the 27 day of  
 Feb. A. D. 1931, at 11:15 clock A. M.

*Edwin S. Schubert*

Register of Deeds.

By Deputy.

 THIS INDENTURE, Made this 30th day of October, in the year of our Lord, one thousand nine  
 hundred and thirty between  
 Charles L. Fuller & Elizabeth Fuller his wife

 of Eudora in the County of Douglas and State of Kansas  
 part-ies of the first part, and Will Zimmerman part-y of the second part.

 WITNESSETH, That the said part-ies of the first part, in consideration of the sum of  
 One thousand & no/100 DOLLARS, to be 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:

Lots 5 &amp; 6 in Block 171 in the City of Eudora, Kansas.

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

 And the said part-ies of the first part do hereby covenant and agree that at the delivery hereof to the lawful owner of the premises above granted, and  
 mised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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-ies 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 becomes due and payable, and that they 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-ies 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  
 One thousand & no/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 October, 1930  
 and by their 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-ies of the second part to pay for any increase or to discharge any taxes with interest thereon as herein provided, in the event that said  
 part-ies of the first part shall fail to pay the same as provided in this indenture and the obligation contained therein fully discharged. If default be made in such payments or any

 And this covenant 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 said premises, then this covenant 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  
 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-ies

 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 seal on the day and year last  
 above written.

Charles L. Fuller (SEAL)

Elizabeth Fuller (SEAL)

(SEAL)

(SEAL)

 STATE OF Kansas }  
 COUNTY OF Douglas } ss.

 BE IT REMEMBERED, That on this 2nd day of February, A. D. 1931, before me, a  
 Notary Public in the aforesaid County and State, came

Charles L. Fuller &amp; Elizabeth Fuller

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 25 day of July, 1931

H. A. Schubert

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 July, 1931

 Will Zimmerman  
 Mortgage Owner.

 This Release  
 was written  
 on the original  
 Mortgage  
 entered  
 this 31 day  
 of December  
 1929  
 H. A. Schubert  
 Reg. of Deeds.