

MORTGAGE RECORD 76

Reg. No. 1257
Fee Paid, \$ 17.50

MORTGAGE RECORD 76

FROM

Otto W. Hack and wife
TO

Mrs. Lizzie Hack a widow

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of
March A. D. 1931 at 3:05 o'clock P. M.E. E. Grant
Register of Deeds
By _____ Deputy.

THIS INDENTURE, Made this 4th day of Feb. _____, in the year of our Lord, one thousand nine hundred and thirty one (1931) between
Otto W. Hack Mrs. Edna Hack his wife
Party of the first part
of Lone Star _____ in the County of Douglas _____ and State of Kans.
part Y. _____ of the first part, and Mrs. Lizzie Hack a widow _____ part Y. _____ of the second part.

WITNESSETH, That the said party _____ of the first part, in consideration of the sum of _____ (\$7000) Seven Thousand _____ DOLLARS, to him _____ duly paid, the receipt of which is hereby acknowledged, has _____ sold, and by this indenture do _____ Grant, Bargain, Sell and Mortgage to the said party Y. _____ of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

N $\frac{1}{2}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Frac and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section (19) Twp. (14) R (19) One Hundred Fifty five acres more or less.

with the appurtenances and all the estate, title and interest of the said party Y. _____ of the first part therein.

And the said party Y. _____ of the first part do _____ hereby covenant and agree that at the delivery hereof he is _____ 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.

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 party Y. _____ of the first part shall at all time 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 he 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 party Y. _____ of the second part, the loss, if any, made payable to the party Y. _____ of the second part to the extent of interest. And in the event that said party Y. _____ 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 party 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 _____

Seven thousand _____

DOLLARS.

according to the terms of _____ ONE certain written obligation _____ for the payment of said sum of money, executed on the 4th day of Feb. _____ 1931 and by _____ terms made payable to the party 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 party Y. _____ of the second part to pay for any insurance or to discharge any taxes with interest therein as herein provided, in the event that said party Y. _____ 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 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 same 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 party 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 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 party Y. _____ making such sale, on demand, to 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 run to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The party Y. _____ of the first part has _____ his _____ hand and seal _____ the day and year last above written.

Otto W. Hack (SEAL)

Edna Hack (SEAL)

(SEAL)

(SEAL)

STATE OF _____ Kans.

COUNTY OF _____ Douglas

BE IT REMEMBERED, That on this 4th day of Feb. _____ A. D. 1931, before me, a

Notary Public _____ in the aforesaid County and State, came _____

Otto W. Hack & Edna Hack his wife _____

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 _____ subscribed my name, and affixed my official seal on the day and year last

above written.

My commission expires on the 4th day of May _____ 1933

W. H. Ulrich

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 21st day of January _____ 1931

Otto W. Hack Edna Hack his wife
Mortgagee. Owner.

This Release
was written
on the original
Mortgage
entered
this 21st day
of January
1931
Handwritten
Reg. of Deeds