

MORTGAGE RECORD 76

Reg. No. 1260

Fee Paid, \$ 8.75

FROM

John B. Miller

TO

Kaw Valley State Bank, Eudora Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of March A. D. 19 31 at 9:05 o'clock A. M.

By Chas. E. Armstrong Register of Deeds.
Deputy.

THIS INDENTURE, Made this 6th day of March in the year of our Lord, one thousand nine hundred and thirty one between John B. Miller and Clarice Miller his wife of Eudora in the County of Douglas and State of Kansas part 1st of the first part, and Kaw Valley State Bank, Eudora, Kansas part 2nd of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty Five 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 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

All of that part of the Northeast Quarter (¼) of Sec. 13 Twp 13 Range 20 East of the 6th P. M. lying south of the Waka. river and west of the little Waka. creek, and described as follows: Commencing at the Southeast corner of said quarter section, thence north on the section line to center of channel of little Waka. creek thence down its channel in the center thereof to where it crosses the center line, thence north on said section line to center of little Waka. creek thence down its channel in the center thereof to the center of the Waka. river, thence up the center of Waka. river with its meanderings to its intersection with the section line between sections twelve and thirteen, thence west on said line to the Northwest corner of said Northwest quarter section, thence South 150 rods; thence East 150 rods to the starting point, containing 136 acres more or less. Also Lot One (1) Block 134 in the City of Eudora.

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 incumbrance except a mortgage for \$6700.00 to Commerce Trust Co. dated Oct. 12, 1929.

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 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of its 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 2nd 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

Thirty Five Hundred

DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 6th day of March A. D. 1931 and by the terms made payable to the part 2nd 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 2nd 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 2nd 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 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 part 2nd 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 2nd 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 more to, and be obligatory upon, the heirs, executors, administrators, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal on the day and year last above written.

John B. Miller

(SEAL)

Clarice Miller

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 13th day of March A. D. 19 31, before me, a Notary Public in the aforesaid County and State, came

John B. Miller and Clarice Miller his wife

Legal 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 16th day of March 19 34

C. E. Cory

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 day of 19

Mortgagee. Owner.