

MORTGAGE RECORD 76

Reg. No. 1547
Fee Paid, \$ 7.50

FROM

George J. Behnmeier, a widower

TO

The First Savings Bank of Lawrence

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of
Sept. A. D. 1931, at 3:30 o'clock A. M.

E. S. Remington

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 1st day of September, in the year of our Lord, one thousand nine hundred and thirty-one between
George J. Behnmeier, a widower

of _____ Location _____ in the County of _____ Douglas _____ and State of _____ Kansas
party _____ of the first part, and The First Savings Bank of Lawrence, Kansas _____ part _____ of the second part.

WITNESSETH, That the said part _____ of the first part, in consideration of the sum of
Three Thousand and no/100 (\$3000.00) DOLLARS, to him duly paid, the receipt of
which is hereby acknowledged, he has sold, and by this indenture do grant, bargain, sell and Mortgage to the said part _____ of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Northeast One-fourth (1/4) of Section No. Seventeen (17) Township (12)
Range Eighteen (18) East, in Douglas County, Kansas.
Also the West One-half (1/2) of the Northwest One-fourth (1/4) of Section
Sixteen (16) Township Twelve (12) Range Eighteen (18) East, in Douglas
County, Kansas

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

And the said part _____ 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
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 therein.

It is agreed between the parties hereto that the part _____ 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 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 part _____ of the second part, the loss, if any, made payable to the part _____ of the second part to the extent of
its interest. And in the event that said part _____ 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 _____ 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

Three Thousand and no/100 (\$3000.00) DOLLARS

according to the terms of _____ ONE certain written obligation _____ for the payment of said sum of money, executed on the 1st day of September, 1931
and by its terms made payable to the part _____ 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 _____ of the second part to pay for any insurance or to discharge any taxes as herein provided, in the event that said

part _____ 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 water 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 _____ 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 overplus, if any there be, shall be paid by the part _____ of the second part, 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 move to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

George J. Behnmeier

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF _____ Kansas
COUNTY OF _____ Douglas } ss.

BE IT REMEMBERED, That on this 29th day of August, A. D. 1931, before me, a
Notary Public _____ in the aforesaid County and State, came

George J. Behnmeier

to me personally known to be the same person _____ who executed the foregoing instrument and duly acknowledged the execution
of the same.

Legal Seal

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 21st day of January, 1935.

F. C. Whipple

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 2nd day of May, 1926.

Corp Seal

The First Savings Bank, Lawrence, Kansas

By F. C. Whipple Cashier

Mortgage. Owner.

This Release
was written
on the original
Mortgage

Entered
this 2nd day
May
1926

Harold H. Cook
Reg. of Deeds.
Fred W. Kahn
Deputy