

## MORTGAGE RECORD 76

Reg. No. 1554  
Fee Paid, \$ 3.00

MILLINGTON, TENNESSEE 38543

## FROM

Alec G. Benke &amp; wife

TO

Harry B. Sparks

## STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of  
Sept. A. D. 19 31, at 11:45 o'clock A. M.*Edna C. Armstrong*

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  
Alec G. Benke and Trace H. Benke, his wife

of \_\_\_\_\_ in the County of Douglas and State of Kansas  
part 1st of the first part, and Harry B. Sparks part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of \_\_\_\_\_ Eleven Hundred and seventy one and 50/100 DOLLARS, to \_\_\_\_\_ 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:

The east half ( 1/2 ) of the south west quarter ( SW 1/4 ) of section twenty nine ( 29 ) township thirteen ( 13 ) range nineteen ( 19 ) containing eighty acres more or less.

with the appurtenances and all the estate, title and interest of the said part 1st 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one certain mortgage to Peoples State Bank \$1000., recorded in book of Maps #58 page 562.

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 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 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 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 \_\_\_\_\_ Eleven hundred and seventy one and 50/100 DOLLARS according to the terms of \_\_\_\_\_ certain written obligation for the payment of said sum of money, executed on the 1st day of Sept. 19 31.

And by this term 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 loans with interest thereon as herein provided, in the event that said part 1st 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 kept in as good repair as they are now, or if waste is committed on said 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 the 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 reach 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 of the second part, 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 \_\_\_\_\_ the day and year last above written.

Alec G. Benke (SEAL)

Trace H. Benke (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY of Douglas } ss.

BE IT REMEMBERED, That on this 12 day of Sept. A. D. 19 31, before me, a Notary Public in the aforesaid County and State, came

Alec G. Benke and Trace H. Benke his wife

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 10th day of April 19 33.

S. A. Wood

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.

Attest: 10-15-1931  
Edna C. Armstrong  
Register of Deeds.

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that an Indorsement of foreclosure of the mortgage herein recorded was made by said District Court, on the 11 day of March 1932, and that the same is duly recorded in Journal 23 page 417. Witness my hand this 18 day of October 1934.  
John Callahan  
Clerk District Court.