

MORTGAGE RECORD 76

Reg. No. 1577
Fee Paid, \$ 7.50

FROM

Mary D. Steele, a widow

TO

Peoples State Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of

Oct. A. D. 19 31, at 11:55 o'clock A. M.

S. E. Carlsberg

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this third day of October, in the year of our Lord, one thousand nine hundred and thirty one between

Mary D. Steele, a widow

xx of the County of Douglas and State of Kansas
part Y of the first part, and Peoples State Bank, Lawrence, Kansas

part Y of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Three thousand 00/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do sell, 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:

The South West (SW) Quarter of Section No. 28; also that part of the North West (NW) Quarter of said Section No. 28 bounded and described as follows: Begin at a stake at the South West corner of the North Half of the South Half of said North West Quarter, running thence East 33 chains to a stone in the old Clinton State Road, thence South 45 3/4 degrees East 4.39 chains, thence East 4.475 chains to a stake in the East line of said Quarter section, thence South 6.535 chains to the center of said Section, thence West 40 chains to the West line of said Quarter Section, thence North 10 chains more or less to the place of beginning, 35.75 acres more or less; Also all that part of the South East Quarter of Section No. 29 described as follows viz: Begin on East line of said South East Quarter at a point where said line intersects the middle of the old Clinton State Road, thence running North 58 rods, more or less, to a point 24 rods South of the North East corner of said South East Quarter thence West 20 rods thence South 56 rods, thence Southeasterly 14 rods more or less to the middle of said Road, thence Northeasterly along the middle of said Road 14 rods more or less to the place of beginning, containing 7.65 acres, aggregating 203.40 acres all in Township No. 13 South Range No. 18 East.

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

And the said part Y of the first part do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

and that they warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part Y 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 the said part Y of the second part shall 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 the interest. And in the event that said part 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 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

Three thousand 00/100

DOLLARS,

according to the terms of the said certain written obligation for the payment of said sum of money, executed on the third day of October 19 31

and by the 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 Y 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 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 payment 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 Y of the second part, or assigns,

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 money 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 Y.

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 Y of the first part has hereunto set her hand and seal on the day and year last above written.

Mary D. Steele

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this third day of October A. D. 19 31, before me, a

Notary Public in the aforesaid County and State, came

Mary D. Steele, a widow

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 22 day of March 19 34

T. J. Sweeney Jr.

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 31 day of Oct 19 34

Corp. Seal

Peoples State Bank, Lawrence, Kansas
By W. W. Wood, Cashier

Mortggee. Owner.

This Release
was written
on the original
Mortgage
and entered
this 31 day
of October
19 34

Wm. H. Armstrong
Reg. of Deeds
Lawrence, Kansas
Deputy