

## MORTGAGE RECORD 76

Reg. No. 1585  
Fee Paid, \$9.75

FROM

Roger E. Stanley and wife

TO

Kaw Valley State Bank, Rudora, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of  
Oct. A.D. 1931, at 9:25 o'clock A.M.

C. E. Cory

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this first day of October, in the year of our Lord, one thousand nine hundred and thirty one, between  
Roger E. Stanley and Kate Stanley his wife

of Rudora in the County of Douglas and State of KANSAS  
parties of the first part, and Kaw Valley State Bank, Rudora, Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Thirty Eight Hundred Seventy Six 88/100 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 parties of the second part,  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Northwest Quarter (4) and the North Half (1) of the Southwest Quarter of Sec. 3  
Twp. 14 R. 21 and the South Half of the Southwest Quarter Sec. 34 Twp. 13 R. 21  
containing Three Hundred Twenty Acres (320) more or less.

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 owners of the premises above granted, and  
seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$10,000.00 to The Northwestern  
Mutual Life Ins. Co.

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

It is agreed between the parties hereto that the parties 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of  
their interest. And in the event that said parties 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 parties 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 Eight Hundred Seventy Six 88/100 DOLLARS,  
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of October 1931

and by the parties of the first part, the said parties 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 parties 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  
parties 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 parties 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 parties of the second part, on  
demand, to the first parties of 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, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals on the 10th day and year last  
above written.

Roger E. Stanley (SEAL)

Kate Stanley (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 8th day of Oct. A.D. 1931, before me, a

C. E. Cory in the aforesaid County and State, came

Roger E. Stanley and Kate Stanley his wife

to me personally known to be the same persons 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 15th day of Dec. 1934

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 27th day of November, 1934

Edwin J. Sauer

Kaw Valley State Bank  
Edwin J. Sauer Vice Pres. Mortgagee. Owner.

This Release  
was written  
on the original  
Mortgage  
entered  
this 27th day  
of November  
1934

C. E. Cory  
Reg. of Deeds.

Seal

Seal