

## MORTGAGE RECORD 76

Reg. No. 1677  
Fee Paid, \$ 5.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of  
Dec. A. D. 1931, at 11:10 o'clock P. M.

E. S. Pennington

Register of Deeds.  
Deputy.

Isaac F. Schellenberg and Tena Schellenberg

TO

The First Savings Bank of Lawrence

THIS INDENTURE, Made this first day of December, in the year of our Lord, one thousand nine hundred and thirty-one, between

Isaac F. Schellenberg and Tena Schellenberg, his wife,

of Vinland in the County of Douglas and State of Kansas,  
parties of the first part, and The First Savings Bank of Lawrence,  
Lawrence, Kansas, part of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Two Thousand and no/100 - (\$2000.00) 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 party 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 One Hundred Ten (110) acres of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section Sixteen (16),  
Township Fourteen (14), Range Twenty (20).

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

And that 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  
seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of  
its 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 party 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  
Two Thousand and no/100 - (\$2000.00) DOLLARS,according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of December, 1931  
and by its terms made payable to the party 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 party 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 mortgage 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 party 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 party of the second part, making such sale, on  
demand, to the first parties.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 parties of the first part have hereunto set their hand and seal the day and year last  
above written.

Isaac F. Schellenberg (SEAL)

Tena Schellenberg (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.  
COUNTY OF DOUGLAS }BE IT REMEMBERED, That on this 22nd day of December, A. D. 1931, before me, a  
Notary Public in the aforesaid County and State, came

Isaac F. Schellenberg and Tena Schellenberg, his wife,

to me personally known to be the same persons 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 27th 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 24 day of January, 1937.

(Corp. Seal)

The First Savings Bank of Lawrence  
By F. C. Whipple, Cashier  
Mortgage Owner.This Release  
was written  
on the original  
Mortgageentered  
this 22nd day  
of December,  
1931.H. A. Pennington  
Reg. of Deeds.

Deputy