

## MORTGAGE RECORD 76

Reg. No. 1689

Fee Paid, \$ 5.75

FROM

William Spitzli and Ellen Spitzli  
TO

Kaw Valley State Bank, Eudora, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of  
Jan. A. D. 1932, at 9:15 o'clock A. M.

Charles E. Conroy

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 6<sup>TH</sup> day of January, in the year of our Lord, one thousand nine  
hundred and thirty two between

William Spitzli and Ellen Spitzli his wife

of Eudora in the County of Douglas and State of Kansas  
parties. of the first part, and Kaw Valley State Bank, Eudora, Kansas.

part V of the second part.

WITNESSETH, That the said parties. of the first part, in consideration of the sum of  
Twenty Three Hundred Fifty- DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, have sold, and by this indenture they Grant, Bargain, Sell and Mortgage to the said part V 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 Half of the Southeast Quarter (1/4) of Sec. 34 Twp. 12 South, Rg. 21 East  
in Douglas County Kansas; AND Commencing 40 rods North of the Southwest corner of the  
Southwest Quarter of Sec. 35 Twp. 12 South Rg. 21 East, Thence East 40 Rods, thence  
North 7 1/2 rods to Captain creek, thence up the meanderings of Captain creek to Sec. line,  
thence South on Sec. line to beginning, and all the Northwest Quarter of the Southwest  
Quarter of said Section, Twp. and range lying North and West of Captain creek, in  
Johnson County, Kansas, Containing in both tracts 11 1/2 acres 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 shall the lawful owner of the premises above granted, and  
owner of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance Except a Mortgage for \$5000.00 to Southwest Mtg. Co  
dated Dec. 1, 1928 and \$275.00 to Commerce Trust Co, K. C. Mo dated Jan. 1, 1932  
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 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 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 V of the second part, the law, if any, made payable to the part V 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 part V 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  
Twenty Three Hundred Fifty- DOLLARS  
according to the terms of the certain written obligation for the payment of said sum of money, executed on the 6th day of January 1932.

and by its terms made payable to the part V 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 V 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 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 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 V 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 repay 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 V 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 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 hands and seals the day and year last  
above written.

William Spitzli (SEAL)

Ellen Spitzli (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 6th day of Jan. A. D. 1932, before me, a

Notary Public in the aforesaid County and State, came

William Spitzli and Ellen Spitzli 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 16th 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. Dated this 17 day of September 1934

Corp. Seal.

Kaw Valley State Bank Eudora, Kansas

Klein V. Turner, V. Pres.

Mortgage. Owner.

See Priority Agreement - See Bl. 17 - Page 166

20 Dec  
31  
C. E. Cory