

MORTGAGE RECORD 76

Reg. No. 1793
Fee Paid, \$ 10.00

MORTGAGE RECORD 76

FROM

George H. Lothholz and wife
TO

Peoples State Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of
April A. D. 19 32, at 3:35 o'clock P. M.By *Edw. C. Armstrong* Register of Deeds.
Deputy.

THIS INDENTURE, Made this eleventh day of April, in the year of our Lord, one thousand nine hundred and thirty two between George H. Lothholz and Nellie E. Lothholz, husband and wife of Kansas in the County of Douglas and State of Kansas parties of the first part, and Peoples State Bank, Lawrence, Kansas part Y of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Four thousand 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do 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 Half (1/2) of the Southeast Quarter (1/4), Section Six (6), Township Thirteen (13), Range Twenty one (21) less the east Twenty seven (27) acres thereof and less 2.03 acres taken for highway purposes, Also the North Half (1/2) of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Seven (7), Township Thirteen (13), Range Twenty one (21) containing 20 acres more or less, Also a tract of land described as follows, Commencing at the northwest corner of the northeast quarter (1/4) of the northeast quarter (1/4) of Section Seven (7), Township Thirteen (13), Range (21) thence south to the Wakarusa River, thence down said river to a point where it crosses the north line of said quarter, thence west on said line to place of beginning, less from the last two described tracts two acres taken for highway.

The land covered in the foregoing description containing in all 75.97 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 are the lawful owner S of the premises above granted, and mine of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

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 part ies 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part ies 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 Four thousand 00/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 11th day of April 19 32

and by its 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 ies 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 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 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 part Y making such sale, on demand, to the first part ies.

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 seal s the day and year last above written.

George H. Lothholz (SEAL)

Nellie E. Lothholz (SEAL)

(SEAL)

(SEAL)

STATE OF Douglas) ss.
COUNTY OF Kansas

BE IT REMEMBERED, That on this 11th day of April A. D. 19 32, before me, a

Notary Public in the aforesaid County and State, came

Legal George H. Lothholz and Nellie E. Lothholz, husband and wife

Seal to me personally known to be the same person S 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 22nd 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 authorizing the Register of Deeds to enter the discharge of this mortgage of record. Dated this 12 day of April 19 32

Peoples State Bank Lawrence, Kansas
Mortgagee
Owner

This Release was written on the original Mortgage & entered this 12th day of April 19 32

Edw. C. Armstrong
Reg. of Deeds.

George H. Lothholz
County