# MORTGAGE RECORD 76

Reg. No. ___2008___  Fee Paid, $ __1.25__

FROM

Frank Durow

TO

Charles Nichols

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the___23"___ day of
Nov.___ A. D. 19_32_, at_4:00_ o'clock__P.M.

_Eric E. Armstrong_

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___Frank Durow___

of__Lecompton__ in the County of__Douglas__ and State of__Kans.__
part_y_ of the first part, and___Charles Nichols of Lecompton Kans.___ part_y_ of the second part.

WITNESSETH, That the said part_y_ of the first part, in consideration of the sum of
_Five Hundred_____DOLLARS, to___him___ duly paid, the receipt of which is hereby acknowledged, ha_s_ sold, and by this indenture do_es_ 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 undivided one fifth interest in the Otto Durow Estate:

Beginning 2 7/100 chains west of the Southeast corner of the North Half (N½) of the Northeast Quarter (NE¼), West 9-8/100 chains to stake, North 5°50' - East 9 95/100 chains to center of L & T road East along road to stake in Section line - South 4 chains to stake - N 84°10' West 1 91/100 chains to stone - South 5°50' - West 2 22/100 chains to beginning in North Half (N½) of Northeast Quarter (NE¼) less certain lands in Section Fourteen (14), Township Twelve (12), Range Seventeen (17), Containint 7 7/100 acres

The East 10 acres of the South Half (S½) of the Northeast Quarter (NE¼) of Section Fourteen (14), Township Twelve (12), Range Seventeen (17), Containing ten (10) acres.
Beginning 11 16/100 chains West of the Southeast corner of the North Half (N½) of the Northeast quarter (NE¼), Thence West 94 3/4 rods - North 97½ rods - S 85°10' East 62½ rods - South 5°50' West 330' - South 84°10' East 600' South 5°50' West 350' to beginning, less some lands. In Section Fourteen (14), Township Twelve (12), Range Seventeen (17). Containing 23 291/1000 acres
Beginning 900' West of the Southeast (SE) corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Fourteen (14), Thence West 300' - South 300' - East 300' - North 300' to beginning less certain lands. In Section Fourteen (14), Township Twelve (12), Range Seventeen (17). Containing 1 1/8 acres.
The west twenty (20) acres of the South Half (S½) of Northwest Quarter (NW¼), in Section Thirteen (13), Township Twelve (12), Range Seventeen (17), containing twenty (20) acres.
The South Half (S½) of the Southwest Quarter (SW¼), Section Fourteen (14), Township Twelve (12), Range Seventeen (17), containing eighty (80) acres.

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_es_ hereby covenant and agree that at the delivery hereof___he is___ the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance
__he__
and that th_ey_ will 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 becomes due and payable, and that___he___ 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___his___ 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
_Five Hundred_____DOLLARS,
according to the terms of__a__ certain written obligation for the payment of said sum of money, executed on the___first___day of___October___ 19_31_
and by___its___ terms made payable to the part_ty_ 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 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
_____ 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 overplus, 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 ha_s_ hereunto set___his___ hand and seal the day and year last above written.

Frank Durow _____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

STATE OF___Kans.___
COUNTY OF___Douglas___ } ss.

BE IT REMEMBERED, That on this___first___day of___Oct.___ A. D. 1931___, before me, a
Notary Public___ in the aforesaid County and State, came
Frank Durow a single man
to me personally known to be the same person___ 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__8__ day of___Jan.___ 1934

J. W. Kreider
Notary Public.

Legal

Seal

## 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_20_ day of___June___ 19_38_

Charles Nichols
Mortgagee.    Owner.

*In margin left side:*
In part release Misce Book 79-626

*In margin lower left:*
This Release was written on the original Mortgage and entered this 20 day of Aug 19__
Harold A. Beck
Reg. of Deeds.
Ruth Belden
Deputy