

MORTGAGE RECORD 76

Reg. No. 2191
Fee Paid, \$ 2.50

FROM

Walter Vitt and wife
TO

Anna Lothholz

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15th day of
July A. D. 1933, at 10:45 o'clock A.M.By *Blair E. Connelley* Register of Deeds.
Deputy.THIS INDENTURE, Made this 18th day of March in the year of our Lord, one thousand nine hundred and Thirty Three, between Walter Vitt And Olive Vitt his wifeof Lawrence in the County of Douglas and State of Kansas.
part 1st. of the first part, and Anna Lothholz part 2nd of the second part.WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of
Ten Hundred Fifty - - - - - And No/100 - - - - - DOLLARS, to then duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the North East corner of a tract of land conveyed to William E. Martin by deeds recorded in Book 109, Page 494 and in Book 116, Page 257 of the records of Douglas County, Kansas said beginning point being 1014 feet South and 163.5 feet East of the North West corner of the North East Quarter of Section 6 Township 13 Range 20, Thence South 163 feet more or less to the North line of the land conveyed to W. E. Palmer by deed recorded in book 109, Page 251 of the records of said County, Thence East on the North line of said Palmers land 57 feet, thence North 163 feet more or less to a point 57 feet East of the place of beginning, thence west 57 feet to place of beginning. It is hereby mutually agreed and understood that party of the second part is to have access to and be permitted to use roadway belonging to J. W. Anderson and T. H. Chumler as described in the deed recorded in Book 109, Page 373 of the records of Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st. of the first part therein.

And the said part 1st. of the first part do hereby covenant and agree that at the delivery hereof, they are 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

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 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 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of her interest. And in the event that said part 1st. 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 2nd 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
Ten Hundred Fifty - - - - - And No/100 - - - - - DOLLARS,
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 18th day of March 1933

and by the terms made payable to the part 2nd 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 2nd 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 2nd of the second part.

It is further provided, 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 1st. making such sale, on demand, to the first part 1st.

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 1st. of the first part have hereunto set their hand and seal, the day and year last above written.

Walter Vitt (SEAL)

Olive Vitt (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.BE IT REMEMBERED, That on this 18th day of April A. D. 1933, before me, a Notary Public in the aforesaid County and State, came

Legal Walter Vitt and Olive Vitt, his wife

to me personally known to be the same person, who executed the foregoing instrument and duly acknowledged the execution of the same.

Seal IN WITNESS WHEREOF, I have hereto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 7th day of July 1936

Frank Fox 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 30th day of October 1936

Anna Lothholz Mortgagee. Owner.

This Release was acknowledged before me on the 26th day of November 1936
Harold Beck
Ind. Utah