

MORTGAGE RECORD 76

Reg. No. 2199
Fee Paid, \$ 1.00

FROM

Carl Van Hoesen and wife
TO

Will Hey

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of
July A. D. 1933, at 4:30 o'clock P. M.

S. C. Armstrong

Register of Deeds.
Deputy.

By _____

THIS INDENTURE, Made this 7th day of June, in the year of our Lord, one thousand nine hundred and Thirty Three between Carl Van Hoesen and Elнора Van Hoesen his wifeof Baldwin in the County of Douglas and State of Kansas
parties of the first part, and Will Hey _____ party of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
Four hundred and no DOLLARS, to him 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 North East quarter (NE^{1/4}) of the North West quarter NW^{1/4} of Section Twenty One (21)
Township Fourteen (14) Range Nineteen (19)

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 owners of the premises above granted, and
seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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 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 becomes 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. In the event that the parties of the first part 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
Four hundred and no DOLLARS,
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 7 day of June 1933and 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 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 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 provided by law and out of all moneys arising from such sale to wear 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 first part, making such sale, on
demand, to the first party.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 the day and year last
above written.

Carl Van Hoesen (SEAL)

Elнора Van Hoesen (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF DouglasBE IT REMEMBERED, That on this 7 day of June A. D. 1933, before me, a
Notary Public in the aforesaid County and State, came

Legal Carl Van Hoesen and Elнора Van Hoesen

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

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 20 day of Aug. 1936

C. B. Butell

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 8 day of September 1938

Mortgagee. Owner.

This Release
was written
on the original
Mortgage
entered
this 8 day
of September
1938Handwritten signature
Reg. of Deeds.

Deeds