

## MORTGAGE RECORD 76

Reg. No. 2267  
Fee Paid, \$ 3.00

FROM

Albert Shepard and wife  
TO

W. S. Uttinger and wife

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1<sup>st</sup> day of  
Nov. A. D. 1933, at 3:30 o'clock P. M.By *E. E. Constant* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this first day of September in the year of our Lord, one thousand nine hundred and thirty-three, between Albert Shepard and Amanda Shepard, his wife,

of Lawrence in the County of Douglas and State of Kansas,  
parties of the first part, and W. S. Uttinger and Fredrick Uttinger,  
party of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Twelve Hundred and no/100 (\$1200.00) DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, ha.ve 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:Beginning on quarter section line at a point Eight Hundred Twenty-two (822) feet North of  
the Southeast corner of the Northwest Fractional Quarter (NW fr. 4); thence North Four Hundred  
Ninety-eight (498) feet; thence West Five Hundred Fifty-seven (557) feet to railroad right  
of way; thence One Hundred (100) feet across railroad right of way; thence West to the Kansas  
River; thence in a Southerly direction along river bank to the place due West of the place of  
beginning; thence East Two Hundred Twenty-five (225) feet to railroad right of way; thence  
One Hundred (100) feet across the right of way; thence East Five Hundred Eighty-nine (589)  
feet to the place of beginning, all in the Northwest Quarter (NW 1/4) of Section Nineteen (19),  
Township Twelve (12), Range Twenty (20).

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 of the premises above granted, and  
sized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they warrant and defend the same against all parties making lawful claim thereto.

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, the loss, if any, made payable to the party of the second part to the extent of  
his 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 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  
Twelve Hundred and no/100 DOLLARS.According to the terms of said certain written obligation for the payment of said sum of money, executed on the first day of September 1933,  
and by the 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 and from the 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 partto 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 party of the second part, on  
demand, to the first parties.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 ha.ve hereunto set their hands and seal on the day and year last  
above written.

Albert Shepard (SEAL)

Amanda Shepard (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }  
COUNTY OF DOUGLAS } ss.

BE IT REMEMBERED, That on this first day of November A. D. 1933, before me, a

Notary Public in the aforesaid County and State, came,

Legal Albert Shepard and Amanda Shepard, his wife,

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution  
of the same.Sent 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 14 day of January 1935.

Leona R. Pippert 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 17<sup>th</sup> day of December 1934.

W. S. Uttinger Mortgagee. Owner.

This Release  
was written  
on the original  
Mortgage  
entered  
this 17<sup>th</sup> day  
of December  
1934  
Nash & Rice  
Reg. of Deeds.

Mr. Rob. See Books 103-Page 235