

MORTGAGE RECORD 76

Reg. No. 2326
Fee Paid, \$ 7.50

INSTRUMENT NO. 65143

FROM

M. B. Starr and wife
TO

Kaw Valley State Bank, Eudora, Kans.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26th day of Jan. A. D. 1934, at 2:20 o'clock P. M.

Edna E. Crawford

Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this 25th day of January, in the year of our Lord, one thousand nine hundred and thirty-four between M. B. Starr and Rose Starr his wife

of Eudora in the County of Douglas and State of Kansas part 1st. of the first part, and Kaw Valley State Bank, Eudora, Kansas.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of Three Thousand and no/100- DOLLARS, to them 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:

The Northwest Fractional Quarter of Section Four (4), in Township Fourteen (14), of Range Twenty-one (21), containing 155.47 acres, more or less, lying, being and situated in the County of Douglas and State of 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 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 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 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 2nd. of the second part, the less, if any, made payable to the part 2nd. of the second part to the extent of their 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 Three Thousand Dollars, \$3000.00 - DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 25th day of January 1934.

and by its 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 mortgage 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 and 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 -

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 surplus, if any there be, shall be paid by the part 2nd. of the second part, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and such and every obligation in and written obligation, and all benefits accruing therefrom shall extend and more 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.

M. B. Starr (SEAL)

Rose Starr (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 25 day of January A. D. 1934, before me, a

Notary Public in the aforesaid County and State, came

Legal M. B. Starr and Rose Starr

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

Send 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 19 day of

My Commission expires May 16, 1936

Kalyin Hoover
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 24 day of July, 1936

copy filed

Kaw Valley State Bank, Eudora, Kansas
Mortgagee. Owner.
McClellan Cochran

THIS WAS
CRITICALLY
REVIEWED
BY
HAROLD
REED
JULY 1936
HAROLD REED
REG. OF DEEDS
EUDORA, KANSAS