

MORTGAGE RECORD 76

Reg. No. 2302
Fee Paid, \$ 42.50

FROM

Gertrude Stoneback and husband
TO

William Docking

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26th day of
March A. D. 1934, at 10:23 o'clock A. M.By *Jane Shoats* Register of Deeds.
Deputy.THIS INDENTURE, Made this 28th day of March, in the year of our Lord, one thousand nine
hundred and thirty-four between
Gertrude Stoneback and H. H. Stoneback, her husband,of Morganville in the County of Clay and State of Kansas
parties of the first part, and William DockingWITNESSETH, That the said parties of the first part, in consideration of the sum of
SEVENTEEN THOUSAND AND NO/100 (\$17,000.00) - - - - - DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, ha. to, 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:

South Half of Section 9, (Less the right of way of the Leavenworth Lawrence and
Galveston Railroad as constructed) also the North East Quarter of Section 15, (Less
that part lying South of the center of Channel of Wakarusa Creek) also the North
West Quarter of Section 15, (Less 10 acres in the South West corner thereof, described
as follows: Commencing at the South West corner of the North West Quarter of said
Section 15, thence East 40 rods, thence North 40 rods, thence West 40 rods, thence
South 40 rods to the place of beginning; also the North West Quarter of Section 15,
and all that part of the South West Quarter of Section 15, as lies North of the center
of the channel of Wakarusa Creek all being in Township 15 South, Range 19 East of
the 5th P. M., containing 812 acres more or less, according to the Government
Survey thereof

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
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 thereto.

It is agreed between the parties hereto that the part 122 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 2 of the second part, the loss, if any, made payable to the part 2 of the second part to the extent of
his interest. And in the event that said part 122 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 2 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 - - - - - DOLLARS.

Seventeen Thousand and No/100 - - - - - DOLLARS.
according to the terms of 122 certain written obligation for the payment of said sum of money, executed on the 28th day of March 1934
and by the terms made payable to the part 2 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 2 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 122 of the first part shall fail to pay the same as provided in this indenture.

And the 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 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 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 2 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 lawfully 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 overplus, if any there be, shall be paid by the part 2 making such sale, on
demand, to the first part 122.

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 more to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal on the day and year last
above written.

Gertrude Stoneback (SEAL)

H. H. Stoneback (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED, That on this 26th day of March A. D. 1934, before me, a

Notary Public in the aforesaid County and State, came

Legal Gertrude Stoneback and H. H. Stoneback, her husband,

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 10 day of Sept. 1935.

Jane Shoats

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 day of 19

Mortgagee. Owner.

ATTEST:

Hazel A. Black
Register of Deeds

Clerk District Court.

I, HAZEL A. BLACK, Clerk of the District Court of Douglas County, Kansas,
do hereby certify that an instrument of foreclosure of the mortgage herein
made, by said District Court, on the 17 day of Sept. 1934, at page 112,
and that the same is duly recorded in Journal 39, at page 112,
Witness my hand this 17 day of Sept. 1934.