MORTGAGE RECORD 76

Reg. No. __2365__

Fee Paid, $ __6.25__

WALL LITHO. CO. TOPEKA   60540

FROM

Fred Rothberger and wife

TO

Kaw Valley State Bank, Eudora, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the __9__ day of
__April__ A. D. 19__34__, at __10:00__ o'clock __A.__ M.

Eu. C. Armstrong

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this __Second__ day of __April__ in the year of our Lord, one thousand nine hundred and __thirty four__ between __Fred Rothberger and Madge H. Rothberger, his wife__

of __Eudora,__ in the County of __Douglas__ and State of __Kansas__
part __ies__ of the first part, and __Kaw Valley State Bank, Eudora, Kansas__ part __y__ of the second part,

WITNESSETH, That the said part __ies__ of the first part, in consideration of the sum of __Twenty Five Hundred and no/100 - - - - - - - - - - - - - -__ 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 part __y__ of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

All of Lot Fourteen (14) and Lot Thirteen (13) less the South (33½) thirty three and one-half feet, all in Block One hundred forty-eight, (148) in the city of Eudora, Kansas.

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

And the said part __ies__ of the first part do _____ hereby covenant and agree that at the delivery hereof __they are__ the lawful owner __s__ 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 thereto.

It is agreed between the parties hereto that the part __ies__ 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 __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 __y__ of the second part, the loss, if any, made payable to the part __y__ of the second part to the extent of __its__ interest. And in the event that said part __ies__ 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 __y__ 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 __Twenty five hundred and no/100- -__ DOLLARS, according to the terms of __one__ certain written obligation ____ for the payment of said sum of money, executed on the ____ day of _____ 19___
and by __its__ terms made payable to the part __y__ 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 __ies__ 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 __y__ 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 overplus, if any there be, shall be paid by the part __ies__ making such sale, on demand, to the first part __ies__

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 __ies__ of the first part ha __ve__ hereunto set __their__ hand __s__ and seal ____ the day and year last above written.

Fred Rothberger _____ (SEAL)

Madge H. Rothberger _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF __Kansas__ } ss.
COUNTY OF __Douglas__ }

BE IT REMEMBERED, That on this __2__ day of __April__ A. D. 19__34__, before me, a __Notary Public__ in the aforesaid County and State, came __Fred Rothberger and Madge H. Rothberger__

Legal

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

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

Seal

My commission expires on the __12__ day of __August__ 19__35__

W. C. Mercier _____ 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 __23__ day of __February__ 19__4__

Kaw Valley State Bank, Eudora, Kansas
W. C. Mercier Cashier
Mortgagee. Owner.

(Corp. Seal)