

The following is enforced on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereon is hereby extinguished.

In witness whereof, the said Charles G. Husted and Clara L. Husted, the mortgagors, have hereunto set their hands and seals at the County of Douglas, State of Kansas, this 26th day of August, 1931.

By S. C. Whipple, Notary Public

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, howsoever evidenced, whether by note, check, receipt or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in presence of

Charles G. Husted (Seal)
Clara L. Husted (Seal)

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 26th day of August A. D. 1931 before me, the undersigned, a Notary Public in and for said County and State, came Charles G. Husted and Clara L. Husted to me personally known to be the same person who executed the foregoing instrument of writing 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.

Legal Seal

My commission expires Jan. 27, 1935.

F. C. Whipple Notary Public

Recorded Sept. 1, A. D. 1931 at 10:20 A. M.

Elmer C. Armstrong Register of Deeds

This Release

on the original

Mortgage

was entered

in the

Register of Deeds

of Douglas County,

Kansas,

this 26th day of

August, 1931.

Attest:

F. C. Whipple,

Notary Public.

Res. No. 1237

Fee Paid \$3.75

MORTGAGE

THIS MORTGAGE, made the second day of September A. D. 1931 between Ferdinand F. Kaeberger and Ella Kaeberger his wife, and Mikel Kaeberger and Hedwig Kaeberger his wife of the County of Douglas and State of Kansas parties of the first part and C. F. Richards party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said C. F. Richards for money borrowed in the sum of Fifteen Hundred Dollars, to secure the payment of which they have executed one promissory note, of even date herewith payable on the second day of September A. D. 1936 being principal note, which note bears interest from September 2nd 1931 at the rate of Seven per cent per annum, payable semi-annually.

Both principal and interest bear interest after maturity at the rate of ten (10) per cent per annum payable annually until paid, and said note is made payable to the order of said C. F. Richards at Euora Kansas in gold coin of the United States of America, of the present legal standard of weight and fineness or its equivalent.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit: The East half (1) of the North East Quarter (2) and the South West Quarter (2) of the North East Quarter (2) all in section seventeen (17), Township Thirteen (13), Range Twenty-One (21) containing one hundred twenty (120) acres more or less.

AND the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, and deliver the said policy or policies to the party of the second part, or assigns, as collateral security for the debt hereby secured. The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or insurance premiums as heretofore mentioned, or to deliver policies of insurance as above required, then in such case, the whole of said principal and interest thereon shall, at the opt-

*The following is entered on the original instrument:
The amount secured by this mortgage has been paid in full and the same is hereby cancelled. This is on July 8, 1934.
Attest:
F. C. Whipple, Notary Public.
Recorded Sept. 1, 1934
Notary Public
F. C. Whipple*