

# MORTGAGE RECORD No. 79

21

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Legal Seal  
(Term expires May 20, 1935)

Lucille Bair  
Notary Public

Recorded Sept. 9<sup>th</sup>, A. D. 1933 at 9:45 A. M.

*Edw. S. Cunningham* - Register of Deeds

## DEED OF TRUST

This Indenture, Made this 2<sup>nd</sup> day of September, in the year of our Lord one thousand nine hundred and thirty-three, between Robert M. Hendricks and Daisy E. Hendricks, his wife, of the County of Douglas and the State of Kansas, parties of the first part and John A. Benander as Public Trustee, in and for Douglas County Kansas party of the second part.

Witnesseth, That whereas the said Robert M. Hendricks and Daisy E. Hendricks his wife have executed their one certain Promissory note bearing even date herewith, payable to the order of John A. Benander Five (5) years and after the date thereof, for the aggregate principal sum of Two Hundred and no/100 Dollars lawful money with interest thereon from date at 6% per cent per annum, with interest payable annually privilege granted to pay all or any part of the principal of said note at any interest paying period.

And Whereas, The said Robert M. Hendricks and Daisy E. Hendricks are desirous of securing not only the prompt payment of said Promissory note but also effectually securing and indemnifying the said John A. Benander for or on account of any assignment, endorsement or guarantee of said Promissory note.

Now Therefore, the said parties of the first part in consideration of the premises and for the purposes aforesaid and in further consideration of One Dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed, have and hereby do grant bargain sell and convey unto the said party of the second part and his successors in said office of Public Trustee, in trust forever, all the premises situate in the County of Douglas State of Kansas known and described as follows, to-wit: Their undivided interest in and to the southwest (SW) Quarter of section Twelve (12) in Township Thirteen (13) Range seventeen (17) Douglas County, Kansas. To Have and To Hold the Same Together with all and singular the privileges and appurtenances thereunto belonging. In Trust nevertheless, that in case of default in the payment of said Note or any of them or any part thereof, or interest thereon, according to the tenor and effect of said Note or in case default be made in, or in case of the violation or breach of any of the terms, conditions or agreements herein contained, then it shall and may be lawful for said party of the second part, or his successors in the office of Public Trustee to sell and dispose of the said premises, either en masse or in parcels at public auction at the main front door of the county court House in the City of Lawrence and State of Kansas for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale by weekly (or daily) advertisement in one of the newspapers of general circulation at the time published in said County of Douglas and make, execute and deliver to the purchaser or purchasers at such sale good and sufficient certificate or certificates of purchase of and for the premises sold; and out of the proceeds or avails of such sale or sales and purchase money paid thereon, after first paying all costs of advertising and sales, commissions, and all other expenses of this trust, including all moneys advanced for taxes, insurance and other liens or assessments with interest thereon to pay the principal and interest due on said note according to the tenor and effect thereof, render the overplus, if any, unto the said parties of the first part their heirs or assigns, on reasonable request, and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money which sale or sales so made shall, after deed has been issued therefor, as hereinafter or as by law provided be a perpetual bar both in law and in equity against the said parties of the first part their heirs and assigns, and all other persons claiming the premises aforesaid or any part thereof by, from, through or under the said parties of the first part or any of them, the holder or holders of said Note may become the purchaser of said property, or any part thereof; the said parties of the first part, to pay all costs of this trust, including all moneys advanced for taxes, insurance, and other liens or assessments, with interest thereon at ten per cent per annum and upon demand by the person or persons holding the said certificate or certificates of purchase when said demand is made and time for redemption has expired without redemption having been made, or upon demand made by a subsequent encumbrancer who has made redemption of such property, or any part thereof (or by his then successor or successors in interest) and who has, by virtue of the statute in such cases made and provided become entitled to a deed or deeds therefor, after the time for redemption has elapsed, to make, execute, acknowledge and deliver to any such person or persons so legally entitled thereto good and sufficient deed or deeds of conveyance in proper form to and for the lands and tenements so sold including and conveying all the right, title, benefit and equity of redemption of the said parties of the first part, their heirs, executors, administrators and assigns therein.

And the said Robert M. Hendricks for himself his heirs, executors, and administrators covenants and agrees to and with the said party of the second part, and his successors as Public Trustee, that at the time of the sealing and delivery of these presents he is well seized of said premises in fee simple, and has good right full power and lawful authority to grant, bargain, and sell the same in the manner and form as aforesaid, hereby fully and absolutely waiving and releasing all rights and claims they may have in or to said described premises as a Homestead Exemption under and by virtue of any act of the General Assembly of the State of Kansas now existing or which may hereafter be passed in relation thereto, and that the same are clear of all liens and encumbrances whatever, except as herein specified, viz: and that the undersigned will pay all taxes and assessments levied or assessed against said premises up to the time the said Note shall become due and payable, or shall have been paid in full.

And it is further Stipulated and Agreed, that in case of default in any of the said payments of principal or interest as aforesaid, or of a breach of any of the covenants or agreements herein, then and in that case the whole of said principal sum hereby secured and the interest to the time of sale according to the tenor and effect of said indebtedness shall and may at once become due and payable, anything in said Note to the contrary notwithstanding, and the said premises to be sold in like manner and with the same effect as if the said indebtedness had matured.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of:  
Gwendola Testerman

Robert M. Hendricks  
Daisy E. Hendricks

Post office address of Grantors: