

## MORTGAGE RECORD No. 79

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 Jan 5th 1938

J W Kreider  
Notary Public.

Recorded September 11, 1935 at 9:30 A.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 1165

## MORTGAGE

Reg. No. 275  
Fee Paid \$2.00

THIS INDENTURE, Made this 14th day of September in the year of our Lord one thousand nine hundred thirty-five between TAYLOR PETERFISH & KATIE PETERFISH, his wife, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and JOHN J. TOBLER, of Lawrence, Party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eight Hundred & no/100 (\$800.00) -----DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South 117.48 acres of the Northwest fractional quarter of Section 7, township 13, Range 19, east of the Sixth Principal Meridian, in Douglas County, Kansas

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 owners 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 claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Eight Hundred & no/100 (\$800.00) DOLLARS, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part; said note being given for the sum of Eight Hundred & no/100 (\$800.00) DOLLARS, dated September 14, 1935, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$24.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Eight Hundred & no/100 (\$800.00) DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof be and become an additional lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But, if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs 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 the said parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year last above written.

Taylor Peterfish  
Katie Peterfish

STATE OF KANSAS, )  
DOUGLAS County, )ss.

BE IT REMEMBERED, That on this 14 day of Sept. 1935 before me, C. B. Mosford a Notary Public in and for said County and State, came Taylor Peterfish and Katie Peterfish his wife to me personally known to be the same person who executed the within 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.

(SEAL) My Commission expires June 26 1939

C. B. Mosford  
Notary Public.

Recorded September 16, 1935 at 2:50 P.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 1173

## MORTGAGE

Reg. No. 277  
Fee Paid \$2.50

THIS INDENTURE, Made this 14th day of September in the year of our Lord one thousand nine hundred thirty-five (35) between CHAS. F. KAMPSCHROEDER and SADIE KAMPSCHROEDER, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and JOHN J. TOBLER of Lawrence, Douglas County Party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand & no/100 (\$1,000.00) -----DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

East one half of Southwest quarter, of Section 22, Township 13, Range 18, East of 6th P.M.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released  
and the lien thereby created discharged.  
As witness my hand this 1 day of Dec. A.D. 1944  
John J. Tobler  
As Executor of the Estate of J. J. Tobler deceased whose first name was John.

Records - December 1 - 1944  
*Harold A. Beck*  
Register of Deeds

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