

## MORTGAGE RECORD 80

Reg. No. 2572  
Fee Paid, \$ 7.25

FROM  
Howard Petefish and Martha Petefish, his wife,  
TO  
Robert Ulrich

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 31st day of  
December A. D. 1934, at 2:20 o'clock P. M.  
By *Elmer E. Condit* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this sixth day of October, in the year of our Lord, one thousand nine hundred and thirty-four between Howard Petefish and Martha Petefish, his wife,  
of Lawrence in the County of Douglas and State of Kansas.  
part 1st of the first part, and Robert Ulrich part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two Thousand Eight Hundred Eighty-nine and 45/100 (\$2889.95) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Northeast Quarter (36) of Section Two (2), Township Thirteen (13), Range Eighteen (18).

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 hold 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 therein.

It is agreed between the parties hereto that the part 1st 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 2nd of the second part, the loan, if any, made payable to the part 2nd of the second part to the extent of his interest. And in the event that said part 1st 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 2nd 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 and fully repay.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand Eight Hundred Eighty-nine and 45/100 DOLLARS (\$2889.95).

According to the terms of ONE certain written obligation for the payment of said sum of money, executed on the sixth day of October 1934, and by its terms made payable to the part 2nd 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 2nd 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 1st of the first part shall fail to pay the same as provided in this indenture.

And this covenant 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 or said sum or sums 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 there is committed on said premises, then the mortgage shall become absolute, and the whole sum remaining unpaid and all of the obligations secured by this 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.

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 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 surplus, if any, there be, shall be paid by the part 2nd of the second part, on demand, to the first part 1st of the first part.

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 the benefit of the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st of the first part has hereunto set their hand and seal the day and year last above written.

Howard Petefish (SEAL)

Martha Petefish (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.  
County of Douglas

BE IT REMEMBERED, That on this 28th day of December A. D. 1934, before me, a Notary Public in the aforesaid County and State, came

Howard Petefish and Martha Petefish, his wife,  
to me personally known to be the same person as 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.

My commission expires on the 27th day of January 1935.

F. B. Whipple 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 20 day of Nov, 1934.

Robert Ulrich Mortgagee.

Owner.

THIS INDENTURE  
hundred and thirty-four

of Lawrence  
part 1st of the first part,

WITNESSETH, That  
Five Hundred and  
which is hereby acknowledged  
following described real estate

Lot No. 18

with the appurtenances and

And the said part 1st 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 hold of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

It is agreed between the parties hereto that the part 1st 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 2nd of the second part, the loan, if any, made payable to the part 2nd of the second part to the extent of his interest. And in the event that said part 1st 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 2nd 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 and fully repay.

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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 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 surplus, if any, there be, shall be paid by the part 2nd of the second part, on demand, to the first part 1st of the first part.

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 the benefit of the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st of the first part has hereunto set their hand and seal the day and year last above written.

Howard Petefish (SEAL)

Martha Petefish (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.  
County of Douglas

BE IT REMEMBERED, That on this 28th day of December A. D. 1934, before me, a Notary Public in the aforesaid County and State, came

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to me personally known to be the same person as 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.

My commission expires on the 27th day of January 1935.

F. B. Whipple 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 20 day of Nov, 1934.

Robert Ulrich Mortgagee.

Owner.

This Release was written on the original mortgage entered 28th day of Dec. 1934. F. B. Whipple Notary Public.

Notary Public