

MORTGAGE RECORD 80

Reg. No. 40
Fee Paid, \$ 7.50

Receiving No. 202

Receiving No.

FROM
Methodist Episcopal Church of Eudora, Kansas

TO
Kaw Valley State Bank of Eudora, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 4 day of
March A. D. 19 35, at 4:30 o'clock P. M.
Narrell C. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 23rd day of February, in the year of our Lord, one thousand nine hundred and Thirty-five between Methodist Episcopal Church of Eudora, Kansas, a corporation

of Eudora in the County of Douglas and State of Kansas part y of the first part, and Kaw Valley State Bank of Eudora, Kansas, part y of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of Three Thousand and no/100 DOLLARS to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Nineteen (19) and Twenty (20) in Block One Hundred Eighty One (181) in City of Eudora, Douglas County, Kansas,

with the appurtenances and all the estate, title and interest of the said part y of the first part therein.
And the said part y of the first part do es hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and shall 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 y 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 it 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 y 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 and fully repaid.
THIS GRANT is intended as a mortgage to secure the payment of the sum of Three thousand (\$3000.00) and no/100 DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 23rd day of February 1935 and by these terms made payable to the part y 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 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 y of the first part shall fail to pay the same as provided in this indenture, 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 covenant 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 money 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 party making such sale, on demand, to the first part y of the second 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, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.
IN WITNESS WHEREOF, The part y of the first part has hereunto set its hand and seal the day and year last above written.
Alfred Eisele Pres. (SEAL)
E. S. Forsythe (SEAL)
C. B. Johnson (SEAL)
Francis G. Hughes Sec. Treas. (SEAL)
Fred C. Partz (SEAL)
Trustees of the Methodist Episcopal Church of Eudora, Kansas.

STATE OF Kansas) ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 23rd day of February A. D. 1935, before me, a Notary Public in the aforesaid County and State, came Alfred Eisele, C. B. Johnson and Francis G. Hughes, Executives and E. S. Forsythe, Trustees of the Methodist Episcopal Church of Eudora, Kansas, who acknowledged to me that they are the persons named in the foregoing instrument, and that they executed the same and the contents of said instrument are true and correct to the best of their knowledge and belief, and that they are personally known to be the same persons.

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 19 day of November 1936 (SEAL)
Kelvin Hoover 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 10 day of November 1935
Narrell C. Beck
Register of Deeds
Mortgagee. Owner.
by L. E. Ely Secretary

THIS INDENTURE hundred and Thirty of Lawrence part 1es of the first part. WITNESSETH, Th Twenty-four which is hereby acknowledged following described real est

with the appurtenances and And the said part 1es of a good and indefeasible estate 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 1es 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 it 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 1es of the second part, the loss, if any, made payable to the part 1es of the second part to the extent of its interest. And in the event that said part 1es 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 1es 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 repaid. THIS GRANT is intended according to the terms of ONE and by its terms money advanced by the said part 1es 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 1es of the first part shall fail to pay the same as provided in this indenture, 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 covenant 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 1es 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 money 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 party making such sale, on demand, to the first part 1es of the second 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, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto. IN WITNESS WHEREOF, The part 1es of the first part has hereunto set its hand and seal the day and year last above written.

STATE OF Kansas) ss.
COUNTY OF Doug

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 10 day of November 1935
Narrell C. Beck
Register of Deeds
Mortgagee. Owner.
by L. E. Ely Secretary

This Release was written on the original Mortgage entered this 10 day of November 1935
Narrell C. Beck
Reg. of Deeds
Deputy

(Corp Seal)