

Receiving No. 339

MORTGAGE RECORD 80

Reg. No. 65

Fee Paid, \$1.25

FROM

Mildred A. Sloan and O. A. Sloan

TO

A. H. Schaal

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of

April A. D. 1935, at 1:45 o'clock P. M.

Norval A. Deek

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 1st day of April, in the year of our Lord, one thousand nine hundred and thirty-five between Mildred A. Sloan and O. A. Sloan, her husband

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and A. H. Schaal

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five hundred and no/100 part Y of the second part. 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Begin nine and one-half (9½) rods East of the Southwest Corner of the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section twenty-nine (29), Township Twelve (12), Range Twenty (20), thence East Thirty-four Feet (34) North 140 feet; thence West 34 feet; thence South 140 feet in North Lawrence in the City of Lawrence, and also the following tract to-wit: Beginning at a point 11 rods nine and one-fourth feet East of the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section Twenty-nine, Township Twelve, Range Twenty; thence running North eight rods and seven & three-fourths feet; thence West two rods and one foot; thence North three rods and six inches; thence East Ten and one-half rods; thence North Eight and one-half rods to a point twenty rods North of the South line of said Northwest Quarter of the Southwest Quarter of Section Twenty-nine (29), thence East four rods, thence South twenty rods, thence West twelve rods and seven and one-fourth feet to place of beginning, all in that part of the City of Lawrence, formerly known as North Lawrence.

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

And the said party 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 parties making lawful claim thereof.

It is agreed between the parties hereto that the party 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of his interest. And in the event that said party 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 party 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 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Five hundred and no/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of April 1935

and by such terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein provided, 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 water is committed on said premises, then this conveyance 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 party 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 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 overplus, if any, there be, shall be paid by the party of the second part making such sale, on demand, to the first parties.

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 1st of the first part has hereunto set their hand and seal the day and year last above written.

Mildred A. Sloan

(SEAL)

O. A. Sloan

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 1 day of April A. D. 1935, before me, a Notary Public in the aforesaid County and State, came Mildred A. Sloan and O. A. Sloan her husband

to me personally known to be the same persons 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.

(SEAL)

My commission expires on the 25 day of April 1935.

W. A. Schaal

Notary Public.

This Release

was written

on the original

Mortgage

and is

dated this 25 day

of April

1935

at Lawrence

Kans.

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 21 day of July 1942.

Walter H. Schaal

Newton H. Schaal

Mortgagee.

Owner.

Handwritten signature

Reg. of Deeds.