

Receiving No. 348

MORTGAGE RECORD 80

Reg. No. 68

Fee Paid, \$12.50

SAL. COBURN & SONS, INC., KANSAS CITY, MO. 64108

FROM

Carl Nieder and Mable Nieder
TO

Madeleine Dietz

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of
April A. D. 1935 at 3:05 o'clock P. M.David G. Sisk
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 10 day of March, in the year of our Lord, one thousand nine hundred and thirty five between Carl Nieder and Mable Nieder, his wife, parties of the first part

of Lone Star in the County of Douglas and State of Kansas
part of the first part, and Mrs. Madeleine Dietz
of Lone Star, Kansas party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand 00/100 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:

North east quarter section six (6), less the following described tract viz: Beginning at the southwest corner of said north east quarter section six (6), thence north eighty (80), rods,, thence east to the west line of Co. road number four hundred five (405) Thence along the west line of said road to the south line of said quarter section; thence west to beginning. All in township fourteen (14), Range Nineteen (19); and the six (6) acres south of the public road in the southeast quarter section thirty-one (31) township thirteen (13), Range nineteen (19), all east of the 6th P.M..

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 the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

except a certain promissory note in the sum of \$5000.00.

and that they will warrant and defend the same against all parties making valid claim thereto.

It is agreed between the parties hereto that the part 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 becomes due and payable, and that the part of the second part to the extent of interest. And in the event that as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part 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 thousand dollars DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 10 day of March 1935

and by its terms made payable to the part 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 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 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 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 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 conveyance shall become absolute, and the whole sum remaining unpaid, and all 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 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 hereunto 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 surplus, if any there be, shall be paid by the part making such sale, on demand, to 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, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal on the day and year last above written.

Carl Nieder (SEAL)

Mable S. Nieder (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 10 day of March A. D. 1935, before me, a Notary Public in the aforesaid County and State, came Carl Nieder and Mable Nieder, 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.

(SEAL)

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 3 day of Oct 1936

Bertha Ulrich 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 10th day of March, 1934

Madeleine Dietz
Mortgagee. Owner.

This Release
was written
on the original
Mortgage
and entered
in the
day of
March 1934
David G. Sisk
Reg. of Deeds