

MORTGAGE RECORD 80

Receiving No. 517

Reg. No. 100
Fee Paid, \$7.50

Receiving

FROM
Charles Schehrer, a single man
TO
Peoples State Bank Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 2 day of May A.D. 1935 at 4:15 o'clock P. M.
Harold A. Sweeney
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this second day of May, in the year of our Lord, one thousand nine hundred and thirty five between Charles Schehrer, a single man

of Endora in the County of Douglas and State of Kansas
part of the first part, and Peoples State Bank, Lawrence, Kansas part of the second part.

WITNESSETH, That the said part of the first part, in consideration of the sum of Three thousand 00/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does 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:

The North One Hundred Twenty (120) acres of the Northwest Quarter (1/4) of Section Thirty Two (32), Township Thirteen (13) South, Range Twenty One (21) East

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

And the said part of the first part do hereby warrant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and that 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 thereon.

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 become due and payable, and that he 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 of the second part, the loan, if any, made payable to the part of the second part to the extent of its interest. And in the event that said part 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 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 Three thousand 00/100 DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 2nd day of May 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 the conveyance shall be void if such payment be made as herein specified, and the obligation contracted thereon fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the same or said sum of money 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 waste is committed on said premises, then the conveyance shall become absolute, and the whole may be resold upon and out of all moneys arising from such sale to repay the amount then unpaid of principal and interest, together with the costs and charges incident thereon, and the surplus, if any 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 trustee appointed to collect the rents and profits accruing thereon; 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 repay the amount then unpaid of principal and interest, together with the costs and charges incident thereon, and the surplus, if any there be, shall be paid by the part of the second part making such sale, on demand, to the first part of the first part.

It is agreed by the parties hereto that the terms and provisions of the 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 of the first part has hereunto set his hand and seal the day and year last above written.

Charles Schehrer (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas ss.

BE IT REMEMBERED, That on this 2nd day of May A.D. 1935, before me, a Notary Public in the aforesaid County and State, came Charles Schehrer, a single man

to me personally known to be the same person 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 22nd day of March 1938.

T. J. Sweeney Jr. 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 2nd day of October, 1938.

emp. 100

Peoples State Bank, Lawrence, Kansas
By J. J. Sweeney Jr. President

Mortgage. Owner.

Joseph

The Fi

THIS INDENTURE
hundred and thirty-

of Lawrence
part 108 of the first part

WITNESSETH,
Two Thousand
which is hereby acknowledged
following described real

The South
Nine (9),
The Southw
the North
Nine (9),

with the appurtenances and

And the said part 108 of
of a good and indefeasible estate

and that they will warrant and

It is agreed between the

said real estate when the same be

as shall be specified and directed

said part 108 of the first part may

said taxes and insurance, or with

fully repay.

THIS GRANT is intended

Two Thousand

according to the terms of ON

and by its terms

money advanced by the said part

shall fail to pay the same as pro

And this conveyance shall

or any obligation created thereby;

the buildings on said real estate

and all of the obligat as provided

without notice, and it shall be law

therein in the manner provided

permitted by law and out of all

there be, shall be paid by the part

It is agreed by the parties

and be obligatory upon the heirs

IN WITNESS WHEREOF

written.

STATE OF KANSAS
COUNTY OF DOUGLAS

I, the undersigned owner
to enter the discharge of this

(Cp. 8)

This Release
was written
on the original
instrument
and is
not a separate
document.

Harold A. Sweeney
Reg. of Deeds
Lawrence, Kansas