

## MORTGAGE RECORD 80

Reg. No. 173

Fee Paid, \$ 2.00

Receiving NO. 829

Receiving No.

FROM

William Trefz  
TO

C. F. Richards

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of

July A. D. 1935, at 2:35 o'clock P. M.

*Harold A. Beck*  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 12th day of July, in the year of our Lord, one thousand nine hundred and thirty-five, between William Trefz, unmarried

of Eudora in the County of Douglas, and State of Kansas.  
part Y of the first part, and C. F. Richards part Y of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Seven Hundred Ninety-Five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y 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 Twenty (20) feet of Lot number Six (6) in Block number One Hundred Forty-Five (145) in the city of Eudora, county and state aforesaid.

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 hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, 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 becomes due and payable, and that he 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 his 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 Seven Hundred Ninety-Five DOLLARS.

According to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 12th day of July 1935 and by the 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 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 due 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 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 Y making such sale, on demand, to the first part Y.

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 his hand and seal the day and year last above written.

William Trefz (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS ss.

BE IT REMEMBERED, That on this 12th day of July A. D. 1935, before me, a Notary Public in the aforesaid County and State, came William Trefz unmarried

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.

(SEAL) My commission expires on the 29th day of January 1939.

Adolph Lotz 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 day of , 19.

Mortgagee. Owner.

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing instrument was filed for record on the 16 day of July, 1935, at 2:35 o'clock P. M., and that the same is duly recorded in Journal 88, at page 535. Witness my hand this 16th day of July, 1935.  
*John Callahan*  
Clerk District Court.ATTEST:  
*Harold A. Beck*  
By *Harold Beck*  
Register of Deeds

Fred

LAWRENCE NATION

THIS INDENTURE, Made this hundred and thirty

of Lawrence of the first part

WITNESSETH, Six hundred f. which is hereby acknowledged following described real

Lot City

STATE OF Wash. COUNTY OF PIER

BE IT REMEMBERED, That on this day of the month of said County and State, the foregoing

IN WITNESS and year last

(SEAL) My

with the appurtenances and And the said part Y 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 said real estate when the same shall be specified and directed by the part Y of the first part and the obligations provided for in said written obligation.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six hundred f.

According to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 12th day of July 1935 and by the 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 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 due 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 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 Y making such sale, on demand, to the first part Y.

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 his hand and seal the day and year last above written.

STATE OF Kansas COUNTY OF Doug

(SEAL)

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 day of , 19.