

MORTGAGE RECORD 80

Reg. No. 198
Fee Paid, \$5.00

Receiving No. 920

Receiving No.

FROM
Charles A. Saile and Frances Saile, husband and wife
TO
Peoples State Bank Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 5 day of August A. D. 1935, at 1:30 o'clock P. M.
Nard G. Stuck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this thirtieth day of July, in the year of our Lord, one thousand nine hundred and thirty five between Charles A. Saile and Frances Saile, husband and wife

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two 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 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 Half of the North West Quarter of the North East Quarter of Section Twelve (12), Township Thirteen (13) Range Nineteen (19)

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

And the said parties 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 that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the parties 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 upon 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 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 the said part ies 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 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two thousand 00/100 ----- DOLLARS according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 30th day of July 1935 and by its 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 ies of the first part shall fail to pay the same as provided by 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 above, 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 upon the buildings on said real estate and all of all moneys arising from said sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if there be, shall be paid by the part y making such sale, on demand, to the first part ies.

It is agreed by the parties hereto that the terms and provisions of this indenture and every obligation therein contained, and all benefits arising therefrom shall extend and run 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 seals the day and year last above written.

Charles A. Saile (SEAL)

Frances Saile (SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 3rd day of August A. D. 1935, before me, a Notary Public in the aforesaid County and State, came Charles A. Saile and Frances Saile, husband and wife

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 22nd day of March 1936.

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 19th day of July 1935.

(Copy Seal)

Peoples State Bank, Lawrence, Kansas
by T. J. Sweeney Jr. Notary Public.

This Release was witnessed on the original mortgage

entered this 19th day of July 1935

Nard G. Stuck

Reg. of Deeds.

with the appurtenances and

And the said part ies 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 parties of the first part pay

THIS GRANT is intended as a

according to the terms of ONE

and by its terms money advanced by the said part

shall fail to pay the same as pro

And this conveyance shall be

or any obligation created thereby

the buildings on said real estate

and all of the obligations provide

without notice, and it shall be

therein in the manner provided

thereby by law and out of all

It is agreed by the parties

and be obligatory upon the heirs

IN WITNESS WHEREOF,

written.

STATE OF Kansas

COUNTY OF Douglas

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