

STATE OF KANSAS, DOUGLAS COUNTY. ss

This instrument was filed for record on the 30 day of

November A. D. 1936 at 11:55 o'clock A. M.

Harold A. Beck

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 6th day of August, 1901, in the year of our Lord, one thousand nine hundred and thirty-six, between Charles E. Shuck and Alda Shuck, his wife, and Lloyd E. Shuck and Lillian Shuck, his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Chester Wible as guardian of the estate of Russell Wible

WITNESSETH, That the said parties of the first part, in consideration of the sum of _____ party of the second part.

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 northeast one-fourth of Section 4, Township 14, Range 19, containing 164 acres more or less in said County and State.

with the appurtenances and all the estate, title and interest of the said part ¹⁰⁸ of the first part therein.

And the said part 105 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 indivisible estate of inheritance therein, free and clear of all incumbrance

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 profits 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 keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as they shall specify and directed by the part Y of the second part, the loss, if any, made payable to the said Y of the second part in the extent of his interest. And in the event that said profits of the first part shall fail to pay any 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 indenture, secured by this indenture, and shall bear interest at the rate of 10 per cent of the amount so paid.

ded as a mortgage to secure the payment of the sum of

Four Thousand-----

According to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 6th day of August 19 36 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 Y of the first part shall fail to pay the same as provided in this indenture.

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 payable on said real estate shall become due and payable at the option of the holder hereof, and of 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.

whenever notice, and it shall be lawful for the said party 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 same hereby granted, or any part thereof, in the manner authorized 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, to be paid by the party Y making such sale, on demand, to the first part iss.

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 therein shall extend and inure to, and be enforceable by, the heirs, assigns, administrators, executors, assigns, and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part ies of the first part ha ve hereunto set their hand and ~~and~~ the day and year last above written.

Charles E. Shuck (SEAL)

Alda Shuok (SEAL)

Lloyd E. Shuck (SEAL)

Lillian Shuck (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 6th day of August A. D. 19 36, before me, a
NOTARY PUBLIC in the aforesaid County and State, came Charles E. Shuok and Aida

Shuck, his wife and Lloyd E. Shuck and Lillian Shuck, his wife. _____
to me personally known to be the same person. S. _____ who executed the foregoing instrument and duly acknowledged the execution
of the same. _____ the day and year last above

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 6th day of August 19 36

P. B. Dodds Notary Public

RELEASE

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 7th day of August, 1992.

Chester Will as Guardian of the
Estate of Russell Will a minor

Mortgage. **Owens**

THIS Release
was written
in the original
Mortgage &
entered
this 12 day
of August
19 42
Arroll R. Pe
Reg. of Deeds