

Receiving No. 4906

MORTGAGE RECORD 80

Reg. No. 1137

Fee Paid, \$ 3.25

Receiving No. 4921

FROM

Samuel H. Davis and Emma S. Davis
TO

Mildred D. Watson

By

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of July A. D. 19 37, at 1:50 o'clock P. M.

Harold A. Schubert
Register of Deeds.

Deputy.

THIS INDENTURE, Made this 15th day of July, in the year of our Lord, one thousand nine hundred and THIRTY SEVEN between Samuel H. Davis, and Emma S. Davis, his wife

of Eudora in the County of Douglas and State of Kansas

part 1st of the first part, and Mildred D. Watson part 2 of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of One Thousand Three Hundred Forty one and 89/100 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 2 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Northwest Quarter ($\frac{1}{4}$) of the north East Quarter ($\frac{1}{4}$) of Section Twenty Eight (28), Township Thirteen (13), Range 21, Eudora Township, and,

The West One Half ($\frac{1}{2}$) of the North East One Quarter ($\frac{1}{4}$) of Section Twenty Eight (28) Township Thirteen (13) Range Twenty one (21) less, commencing at a point forty (40) rods west of the North East corner of Section Twenty Eight (28) Township Thirteen (13), Range Twenty one (21); thence south forty (40) rods; thence west sixteen (16) rods; thence north forty (40) rods to the section line; thence East sixteen (16) rods, to the starting point containing four acres.

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

And the said part 1st 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 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 thereto.

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 against 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 2 of the second part, the loss, if any, made payable to the part 2 of the second part to the extent of their interest. And in the event that said part 2 of the second 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 1 of the first 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 One thousand three hundred forty one and 89/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 15th day of July 19 37 and by its terms made payable to the part 2 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 2 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 1 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 on 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 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 part 2 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 2 of the second 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 part 1st of the first part have hereunto set their hand and seal s. the day and year last above written.

Samuel H. Davis (SEAL)

Emma S. Davis (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS) ss.
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this day of July 15 A. D. 19 37, before me, a Notary Public in the aforesaid County and State, came Samuel H. Davis, and Emma S. Davis.

to me personally known to be the same persons 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 25 day of July 19 39.

H. A. Schubert

Notary Public

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 6 day of Sept 1938

Mildred D. Watson
Mortgagee. Owner.

This Release was written on the original Mortgage

entered this 23 day of Sept 1938

Harold A. Schubert
Reg. of Deeds.

Fred Papenhausen and

New Valley State

THIS INDENTURE, hundred and Thirty Sev

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Samuel H. Davis (SEAL)

Emma S. Davis (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas) ss.
COUNTY OF Douglas

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H. A. Schubert

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Mildred D. Watson
Mortgagee. Owner.

(Copy)