

## MORTGAGE RECORD 80

Reg. No. 1190  
Fee Paid, \$ 1.50

Receiving No. 4811

FROM

H. S. Woodward, and Eilleen Woodward, his wife  
TO

Eudora Oil Co.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of  
August A. D. 1937, at 4:30 o'clock P. M.

By

Deputy.

THIS INDENTURE, Made this 21st day of August, in the year of our Lord, one thousand nine hundred and thirty seven, between H. S. Woodward and Eilleen Woodward, his wife

of Eudora, in the County of Douglas and State of Kansas  
part 1st of the first part, and Eudora Oil Company, a partnership parties of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Six hundred and no/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 parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot 8- Block 134 in the City of Eudora, Kansas

with the appurtenances and all the estate, title and interest of the said part 1st 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 owner(s) of the premises above granted, and mind of a good and indefeasible 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 part 1st 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 shall be specified and directed by the part 1st of the second part, the loan, if any, made payable to the part 1st of the second part to the extent of their interest. And in the event that said part 1st 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 1st 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

Six hundred and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 21 day of August in 1937, and by its terms made payable to the part 1st 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 1st 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 1st 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 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 said part 1st 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 provided 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 overplus, if any there be, shall be paid by the part 1st of the second part to the part 1st of 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 set their hands and seals the day and year last above written.

H. S. Woodward (SEAL)

Eilleen Woodward (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 1st day of Sept. A. D. 1937, before me, a

Notary Public in the aforesaid County and State, came

H. S. Woodward and Eilleen Woodward, his wife

to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledged the execution

(SEAL)

thereof.

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 12 day of August 1939.

W. C. Mersler 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 11 day of February, 1941.

Eudora Oil Co.  
Charles E. Scherer, Partner  
W. E. Scherer, Partner  
Bert Scherer, Partner

Owner.

This Release  
was written  
on the original  
Mortgage  
entered  
this 11 day  
of February  
1941  
Harold A. Beck  
Reg. of Deeds

Edward Bahkopf a

The First Nation

THIS INDENTURE  
hundred and thirtyof Lawrence  
part 1st of the first partWITNESSETH, That  
Twenty-five hundred  
which is hereby acknowledged  
following described real estateThe North  
City of

with the appurtenances and

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner(s) of the premises above granted, and mind of a good and indefeasible 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 part 1st 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 shall be specified and directed by the part 1st of the second part, the loan, if any, made payable to the part 1st of the second part to the extent of their interest. And in the event that said part 1st 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 1st 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.

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IN WITNESS WHEREOF, The part 1st of the first part have set their hands and seals the day and year last above written.

STATE OF KANSAS

COUNTY OF DOUGLAS

(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

(CORP SEAL)