

MORTGAGE RECORD 80

Reg. No. 1290
Fee Paid, \$ 25.00

Receiving No. 5219

FROM

W.B. Roberts, Jr. and Irene B. Roberts, his wife,
TO

Kaw Valley State Bank, Eudora, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18th day of November A. D. 1937, at 8:00 o'clock A. M.

Harold A. Beck
Register of Deeds.
Deputy.

By _____

Deputy

THIS INDENTURE, Made this first day of November, in the year of our Lord, one thousand nine hundred and thirty-seven between W.B. Roberts, Jr. and Irene B. Roberts, his wife

of Eudora in the County of Douglas and State of Kansas
parties of the first part, and Kaw Valley State Bank, Eudora, Kansas, party of the second part

WITNESSETH, That the said parties of the first part, in consideration of the sum of _____ DOLLARS, to them _____ duly paid, the receipt of _____ Ten Thousand and no/100 (\$10,000.00) _____ Grant, Bargain, Sell and Mortgage to the said parties of the second part, the _____ which is hereby acknowledged, have sold, and by this indenture do _____ following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$), less railroad right-of-way, Section 34, Township 12, Range 21;
The Northwest Quarter (NW $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$)¹
Section 34, Township 12, Range 21;
The South Half (SH $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$), less railroad right-of-way, and the
Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), Section 34, Township 12, Range 21;
That part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) North of railroad,
less 1 acre to railroad and 1 acre to school, Section 34, Township 12, Range 21.
It being the intention to mortgage only our undivided one half ($\frac{1}{2}$) interest in said real
estate.

with the appurtenances and all the estate, title and interest of the said parties 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 owner S. of the premises above granted, and since

and that they will warrant and defend the same against all parties making lawful claim thereto.

and that they will warrant and defend the same against all parties making claims or demands thereon, and that the said insured shall pay the said taxes or assessments that may be levied or assessed against it.

It is agreed between the parties hereto that the part of § 469 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 the 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 means as may be so specified and directed by the part of § 470 of the second part, the loss, if any, made payable to the said Y of the second part to the extent of its interest. And in the event that said part 470 of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part of § 469 of the second part may pay such taxes and insurance, or either, and the amount so paid shall be a part of the indebtedness, secured by this Indenture, and shall bear interest at the rate of 10% from the date of payment thereof.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand and No/100 DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 1st day of November 1937
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 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 Y of the second
part shall fail to pay the same as provided in this Indenture.

[illegible]

IN WITNESS WHEREOF, The part ies of the first part have their hereunto set their hands and seal 8 the day and year last above written

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seal, on the day and year last above written.

W.B. Roberts Jr. (SEAL)

Irene B. Roberts (SEAL)

.....(SEAL)

.....(SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 1st day of November A. D. 19 37, before me, a Notary Public in the aforesaid County and State, came

W.B. Roberts, Jr. and Irene B. Roberts

to me personally known to be the same person, S, 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 16 day of May 19 40

Kelvin Hoover.....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 31 day of July, 1940.

(Corp. Seal)

New Valley State Bank, Eudora, Kansas
U. C. Mercer Cashier Mortgagee. Owner.

This Release
was written
on the original
Mortgage
entered
this 31 day
of July
1948
Harold A.
Reg. of Deeds

I, the undersigned owner
to enter the discharge of this

(SEAL)

B. L. E. Eby
Secretary