

MORTGAGE RECORD 80

Reg. No. 430

Fee Paid, \$ 4.50

Receiving No. 5

FROM

John Churchbaugh and Effa Churchbaugh, his wife
TO

H. W. Ulrich

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

April A. D. 19 38, at 2:30 o'clock P. M.

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this Nineteenth day of April, in the year of our Lord, one thousand nine hundred and Thirty-eight (1938) between John Churchbaugh and Effa Churchbaugh, his wife

of in the County of Douglas and State of Kansas
parties of the first part, and H. W. Ulrich

part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eighteen hundred fifty & NO/100 - (\$1850.00) - 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 East Half (1/2) of the Southeast Quarter (1/4) of Section Thirteen (13), Township Fourteen (14) South of Range Nineteen (19) East of the Sixth Principal Meridian.

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

And the said part 100 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 said of a good and indefeasible estate of inheritance, free and clear of all incumbrances.

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

It is agreed between the parties hereto that the part 100 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 becomes due and payable, and that 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 loan, if any, made payable to the part y of the second part to the extent of his interest. And in the event that said part 100 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 Eighteen hundred fifty & NO/100 - DOLLARS, according to the terms of 1 certain written obligation for the payment of said sum of money, executed on the 19th day of April 1938

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 100 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 or 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 y of the second part his heirs or assigns 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part 100.

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 100 of the first part have hereunto set their hand and seal s. the day and year last above written.

John Churchbaugh (SEAL)

Effa Churchbaugh (SEAL)

(SEAL)

(SEAL)

STATE OF Douglas

COUNTY OF KANSAS ss.

BE IT REMEMBERED, That on the 19th day of April A. D. 19 38, before me, a

Notary Public in the aforesaid County and State, came

John Churchbaugh and Effa Churchbaugh, 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.

(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 8th day of November 19 38.

Frank E. Banks 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 20 day of Feb. 19 38.

H. W. Ulrich Mortgagee. Owner.

This Release was written on the original Mortgage entered this 22 day of February 1938
H. W. Ulrich
Reg. of Deeds.

Lawrence B.

THIS INDENTURE
hundred and thirty-
Ralph E.

of Lawrence
parties of the first part

WITNESSETH, T
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which is hereby acknowledged
following described real est

Lot Sixty

with the appurtenances and

And the said parties of
of a good and indefeasible estate of

and that they will warrant and defend

It is agreed between the parties

said real estate when the same become

as shall be specified and directed by

said part 100 of the first part shall

not name and insurance, or either, or

fully repaid.

THIS GRANT is intended as

Six

according to the terms of 100

and by its terms made

money advanced by the said part y

shall fail to pay the same as provide

or any obligation created thereby, or

on buildings on said real estate are no

and all of the obligations provided for

without notice, and it shall be lawful

same in the manner provided by law

which be paid by the part 100

and be obligatory upon the heirs, ex

IN WITNESS WHERE

written.

STATE OF Kansas

COUNTY OF Douglas

(SEAL)

I, the undersigned owner
to enter the discharge of this m

att'd 2/23
H. W. Ulrich