

Receiving No. 7091

## MORTGAGE RECORD 80

Reg. No. 1731

Fee Paid, \$ 2.25

Receiving No. 7092

FROM

James Uttinger & Bessie Uttinger, his wife,  
TO

W. S. Uttinger

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31 day of  
December A. D. 19 38 at 4:55 o'clock P. M.Harold A. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this thirty-first day of December, in the year of our Lord, one thousand nine hundred and thirty-eight between James Uttinger and Bessie Uttinger, his wife

of Douglas and State of Kansas  
part 108 of the first part, and W. S. Uttinger part Y of the second part.WITNESSETH, That the said part 108 of the first part, in consideration of the sum of  
Nine hundred thirty and 67/100 (\$930.67) 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 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 North 10 acres of the South East Quarter of the North East Quarter of  
Section Thirteen (13) Township Twelve (12) South of Range Nineteen (19)  
East of the 6th P.M., in Douglas County, Kansas.

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

And the said part 108 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 seized 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 part 108 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 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 Y of the second part, the loss, 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 108 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  
Nine hundred thirty and 67/100 DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 31st day of December 19 38 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 108 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 provided, 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 the part 108 of the first part 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 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 overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part 108.

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

James Uttinger (SEAL)

Bessie Uttinger (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS } ss.

BE IT REMEMBERED, That on this 31st day of December A. D. 19 38, before me, a Notary Public in the aforesaid County and State, came

James Uttinger and Bessie Uttinger, 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 27th day of January 19 39.

F. C. Whipple  
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 19th day of May 19 39.

W. S. Uttinger  
Mortgagee. Owner.

This release was written on the original mortgage

entered this 17th day of May 19 39

Harold A. Beck  
Reg. of Deeds  
Barbara Barber  
DeputyJoanna Glood Wag  
her husbandTHIS INDENTURE  
hundred and thirtyof Lawrence  
part 108 of the first partWITNESSETH,  
Fifty-five hundred  
which is hereby acknowledged  
following described realLot number  
Kansas  
thereof

with the appurtenances and

And the said part 108 of  
of a good and indefeasible estate

and that they will warrant and

It is agreed between the  
said real estate when the same be  
as shall be specified and directed  
said part 108 of the first part  
said taxes and insurance, or either  
fully repaid.THIS GRANT is intended  
Fifty-five hundredaccording to the terms of two  
and by their termsmoney advanced by the said part  
shall fail to pay the same as provAnd this conveyance shall  
or any obligation created thereby  
the buildings on said real estate ar  
and all of the obligations providedWithout notice, and it shall be law  
therein in the manner provided by  
prescribed by law and out of all of  
there be, shall be paid by the part

It is agreed by the parties

and be obligatory upon the heirs,

IN WITNESS WHEREOF,

written.

STATE OF Kansas

COUNTY OF Douglas

(SEAL)

I, the undersigned owner  
to enter the discharge of this