

## MORTGAGE RECORD 80

Reg. No. 1738 <  
Fee Paid, \$ 2.50

Receiving No. 715

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
	This instrument was filed for record on the 10 day of
TO	January A. D. 19 39, at 10:25 o'clock A. M.
	By <i>Harold A. Eubard</i> Register of Deeds.
	Deputy.

THIS INDENTURE, Made this 31st day of December, in the year of our Lord, one thousand nine hundred and Thirty-eight between Glenn M. Kiefer, and Anna Lee Kiefer, his wife

of Sequim in the County of Clallam and State of Washington  
part y. of the first part, and Mabel Hertzler Saunders and Emma Hertzler  
part y. of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of  
> One Thousand (\$1000.00) & No/100 ----- DOLLARS, to him duly paid, the receipt of  
which is hereby acknowledged, he sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the  
following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

That part of Northwest fractional Quarter (1/4), Section Thirty-two (32), Township Twelve (12), Range Twenty (20), described as beginning 11.43 chains West of Southeast corner of Lot Three (3) in said Northwest Quarter; thence North 16.94 chains; West 7.17 chains; South 16.24 chains; South 76 degrees East 2.51 chains; thence East 4.65 chains to beginning, containing Twelve (12) acres, more or less, less the two (2) acres described as follows: Beginning at a point in the South line of the Northwest fractional Quarter of Section Thirty-two (32), Township Twelve (12) South, Range Twenty (20) East, 11.43 chains and 231.16 feet west of the Southeast corner of Lot No. Three (3) in said Northwest Quarter; thence North 373.75 feet; thence West 239.66 feet; thence South 335.09 feet; thence South 76 degrees east, 2.51 chains; thence East 80.69 feet more or less, to the place of beginning and containing Two (2) acres, more or less.

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

And the said part y. of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized 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 y. 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 he 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 y. 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

One Thousand (\$1000.00) & no/100 ----- DOLLARS,

according to the terms of ONE 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 y. 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 resulting 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 surplus, if any there be, shall be paid by the part y. making such sale, on demand, to the first part y.

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 y. of the first part has hereunto set his hand and seal the day and year last above written.

Glenn M. Kiefer (SEAL)

Anna Lee Kiefer (SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON  
COUNTY OF CLALLAM ss.

BE IT REMEMBERED, That on this 3rd day of January A. D. 19 39, before me, a

Notary Public in the aforesaid County and State, came  
Glenn M. Kiefer, and Anna Lee Kiefer, his wife  
to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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 22nd day of October 19 41.

L. H. Eubard 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 16th day of September, 1941.

Mabel Hertzler Saunders  
Emma Hertzler Mortgage Owner.

This Release was written in the original Mortgage & entered this 16th day of September, 1941.

Harold A. Eubard  
Reg. of Deeds.

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STATE OF KANSAS  
COUNTY OF DOUGLAS ss.

(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 mortgage of record. Dated this 16th day of September, 1941.

Mabel Hertzler Saunders  
Emma Hertzler Mortgage Owner.