

MORTGAGE RECORD 82

Receiving No. 205

The World Co., Lawrence, Kansas

Reg. No. 41

Fee Paid \$5.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of

March A. D. 1935. At 1:35 P. M.

Otto Droher et al

TO

Mrs. H. W. Gieseman

By

Deputy.

THIS INDENTURE, Made this 2nd day of November In the year of our Lord nineteen hundred thirty four between Otto Droher and Agnes Droher, his wife and Peter Droher, a widower

of near Lawrence In the County of Douglas and State of Kansas
of the first part, and Mrs. H. W. Gieseman

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of TWO THOUSAND (\$2000.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

The NW fractional Quarter of section 19, township 13, range 20, and containing 150 acres of land more or less. This property is the home-stand of parties of the first part.
Parties of the first part do hereby undertake, promise and agree that they will maintain sufficient fire and tornado insurance on the improvements on said real property to protect the interests of party of the second part therein under and by virtue of this mortgage.

STATE OF KANSAS,)
Douglas County,)SS.

BE IT REMEMBERED, That on this 20 day of Feby. A. D. 1935 before me, R. E. Melvin, a Notary Public in and for said County and State, came Otto Droher and Agnes Droher, husband and wife, to me personally known to be the same persons who executed the foregoing instrument of writing 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.

(SEAL)

R. E. Melvin
Notary Public.

My Commission Expires April 5 - 1938.

with all 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 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of TWO Thousand Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Otto Droher and Agnes Droher, his wife, and Peter Droher, widower, to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Otto Droher his heirs and assigns

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

Signed, sealed and delivered in presence of

Otto Droher (SEAL)

Kabel M. Hilligoss

Agnes Droher (SEAL)

R. E. Melvin

Peter Droher

STATE OF KANSAS,

ss.

BE IT REMEMBERED, That on this 2nd day of November A. D. 1934 before me Mary C. Morgan a Notary Public in and for said County and State, came Peter Droher, a widower

to me personally known to be the same person who executed the foregoing instrument of writing 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 Jan. 15 1938 Mary C. Morgan Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this 1st day of August A. D. 1938

Attest: Arthur S. Beck Mrs. H. W. Gieseman

This Release
was written
in the original
mortgage
entered
this 2nd day
of August
1938
J. H. Beck
Reg. of Deeds
Deputy