

DOUGLAS COUNTY

STATE OF KANSAS,
Douglas County,)SS.

BE IT REMEMBERED, That on this 26th day of October 1936, before me, a Notary Public in and for said County and State, came F. C. Whipple, Cashier of The First Savings Bank of Lawrence, Kansas, 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 set my hand and affixed my official seal the day and year last above written.

(SEAL) My commission expires January 14, 1939.

Leona E. Fippert
Notary Public.

Recorded December 7, 1936 at 4:10 P.M.

Harold A. Beck Register of Deeds.

Reg. No. 887
Fee Paid \$2.75.

Receiving No. 3461 ✓

MORTGAGE

THIS INDENTURE, Made this 3rd day of Dec. in the year of our Lord one thousand nine hundred and thirty six, between F. M. Seitz, a single man of in the County of Douglas and State of Kansas party of the first part, and Martin Roche Sr. party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of \$1137.75 Eleven hundred thirty seven and 75/100 - - DOLLARS, to..... 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 his 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:

One hundred acres in the South East corner of Section Twenty eight (28) Township fourteen (14) Range Twentyone (21) Better described as follows: East 10 acres of N. 20 Acres of S. 29 a. of North $\frac{1}{2}$ of S. E. $\frac{1}{4}$ North 15 acres of South 44 acres of North $\frac{1}{2}$ of S. E. $\frac{1}{4}$ South $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ and East 9 acres of South 29 acres of North $\frac{1}{2}$ of S. E. $\frac{1}{4}$ all in S. E. Quarter Section 28 Township 14 Range 21. containing 100 acres more or less,

with the appurtenances, and all the estate, title and interest of the said party of the first part herein. And the said party of the first part does 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 encumbrances whatsoever

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$..... Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1137.75 Eleven hundred thirty seven and 75/100 DOLLARS, according to the terms of a certain mortgage note on record, this day executed by the said party of the first part, and payable on the 3rd day of Dec 1943, to the order of said second party Said note to bear interest at the rate of 5%, interest payable Annually And this conveyance shall be void if such payment be made as is herein specified, But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, 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 of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first party or his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

F. M. Seitz

STATE OF KANSAS,
Franklin County,)SS.

BE IT REMEMBERED, That on this 3rd day of Dec. A. D., 1936, before me, a Notary Public in and for said County and State, came F. M. Seitz, a single man 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.

(SEAL) Commission expires Feb 24th 1940

H. E. Jewell
Notary Public.

Recorded December 9, 1936 at 9:30 A.M.

Harold A. Beck Register of Deeds.

ATTEST:

Harold A. Beck

In consideration of full payment of the within mortgage I hereby release the same this 3rd day of February, 1942
Martin Roche Sr