

## DOUGLAS COUNTY

Douglas and State of Kansas, to wit:

The East half (E $\frac{1}{2}$ ) of the southwest quarter (SW $\frac{1}{4}$ ) of section sixteen (16) in township fifteen (15) range nineteen (19).

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part to herby covenant and agree, that at the delivery hereof they are the lawful owners 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 in the quiet and peaceable possession of said party of the second part its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

First, said Ernest A. Pohl and Opal Pohl are justly indebted unto the said party of the second part in the principal sum of Five hundred - - - Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Ernest A. Pohl and Opal Pohl and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered....., executed and delivered by the said Ernest A. Pohl and Opal Pohl bearing date of April 9th, 1937, and payable to the order of the said Baldwin State Bank five years after date, at The Baldwin State Bank with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the 9 days of April and October in each year, and 10 per cent. per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said Baldwin State Bank at Baldwin State Bank.

Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of.... Dollars; loss, if any, payable to the mortgagee or assigns. And it is further agreed, that every such policy of insurance shall be held by the part... of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgage premises. Said part... of the second part, or the legal holder or holders of said note, may deliver said policy to said part... of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

First. Said part... of the first part <sup>herely</sup> agree that if the maker of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply, with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part do hereunto subscribed their names, on the day and year above mentioned.

Ernest A. Pohl  
Opal Pohl

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 9th day of April, A.D. Nineteen Hundred thirty seven before me, the undersigned, a Notary Public in and for said County and State, came Ernest A. Pohl and Opal Pohl, his wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

W M Clark  
Notary Public Douglas County, Kansas.

(SEAL) My Com Ex May 15/39

Recorded April 12, 1937 at 11:00 A.M.

*Norold A. Beck* Register of Deeds.

Receiving No. 4179  $\wedge$

## SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a Mortgage by Mary E. Bailey, a widow dated the first day of November, A.D. 1928, which is recorded in Book 74 of Mortgages, page 453, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this eighth day of April, A. D. 1937

First Savings Bank of Lawrence, Kansas.  
By F. C. Whipple Cashier

(CORP. SEAL)  
STATE OF KANSAS)  
Douglas County.)ss:

Be it Remembered, That on this 8th day of April A.D. 1937, before me, the undersigned, a Notary

Any Old Man By These Presents, That The Baltimore State Bank the 23<sup>rd</sup> day of August 1892 with my name and seal hereby acknowledge full payment of the note by the foregoing mortgage secured, and authorize the Register of Land of Duquesne County, Pennsylvania to discharge same, if record.  
 In Witness Whereof, I have hereunto set my hand, within the 9 day of Sept. A.D. 1892  
 Baltimore State Bank  
 C. R. B. to W. C. B. (Ind. Ind.)

Baldwin State Bank  
C B Bristoll Cashier

(Corb. bal)

this release  
was written  
on the original  
Mortgage  
this 16 day  
of February  
19 47