

MORTGAGE RECORD 83

Receiving No. 4977 A

MORTGAGE

Reg. No. 1232
Fee Paid \$5.00

THIS INDENTURE, Made this 22nd day of September, in the year of our Lord one thousand nine hundred Thirty Seven, between Gertrude Zehrung, a single woman in the County of Shawnee and State of Kansas, of the first part, and M. Fleck, of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of (\$2000.00), Two Thousand and no/100- DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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:

The South half of the Southeast Quarter of Section Nine (9), Township Fifteen (15), Range Nineteen (19), less one acre in the Southwest corner of said tract in square form for school purposes, containing 79 acres more or less.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein, And the said Gertrude Zehrung does hereby covenant and agree that at the delivery hereof she 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 incumbrances, and that she will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand and no/100- -DOLLARS, according to the terms of One certain promissory note this day executed by the said Gertrude Zehrung a single woman to the said party of the second part; said note being given for the sum of Two Thousand and no/100- -DOLLARS, dated September 22nd, 1937, due and payable in Five years from 10/1/37 with interest thereon from date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Fifteen Hundred and no/100- -DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not at the option of the part of the second part; and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law- appraisalment hereby waived or not, at the option of the party of the second part, his executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said first party heirs or assigns.

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

Gertrude Zehrung

Signed and delivered in presence of
S.V. Firestone

STATE OF KANSAS, Shawnee COUNTY, SS.

BE IT REMEMBERED, That on this 25th day of September, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gertrude Zehrung a single woman, to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal, on the day and year last above written.

S. V. Firestone

(SEAL) (My commission expires July 20th, 1938)

Recorded September 30, 1937 at 10:30 A.M.

Register of Deeds

Receiving No. 4982

RELEASE OF MORTGAGE

#176,734

KNOW ALL MEN BY THESE PRESENTS: That the debt secured by a Mortgage made by Chris N. Peterson and Mary C. Peterson, his wife, to the Liberty Joint Stock Land Bank of Kansas City, Missouri, and assigned by the Phoenix Joint Stock Land Bank of Kansas City, a corporation, to THE UNION CENTRAL LIFE INSURANCE COMPANY, of Cincinnati, Ohio, on the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township Fourteen (14), Range Nineteen (19), containing One Hundred Sixty (160) Acres, more or less, Douglas County, Kansas, dated May 1st, 1922, recorded in Book 62, Page 383, assignment to the UNION CENTRAL LIFE INSURANCE COMPANY recorded in Book 79, Page 330, of said County Records, has been paid in full and the mortgage is hereby cancelled and may be discharged and released of record.

Dated at Cincinnati, Ohio, this 23rd day of July, A.D., 1937.

WITNESSES: (CORP SEAL)

THE UNION CENTRAL LIFE INSURANCE COMPANY,
By H.L. Hodell Vice-President O.K.
C.H. Dunkhorst Asst. Treasurer pd FWS
J.M.

Franis Piatas
Maryhelen Browning

STATE OF OHIO
COUNTY OF HAMILTON } SS.

BE IT REMEMBERED That on the 23rd day of July, 1937, before me, Jos. F. Kohnen, the subscriber, a Notary Public within and for said County, personally came THE UNION CENTRAL LIFE INSURANCE COMPANY, a Corporation, by H.L. Hodell its Vice-President and C.H. Dunkhorst its Asst. Treasurer, personally known to me to be the same persons who executed the foregoing instrument and also to be the Vice-President and Asst. Treasurer respectively of the grantor in the foregoing instrument, and duly acknowledged the execution thereof to be the voluntary act and deed of said Corporation for the uses and purposes therein mentioned.

Topple, Kansas - March 5th, 1942
Gertrude Zehrung
New Shawnee
W. H. Firestone
Register of Deeds
Recorded - March 17th, 1942
Harold A. Beck