

Receiving No. 11235

MORTGAGE RECORD 84

Reg. No. 2516

Fee Paid, \$2.50

FROM

Herman C. Bohnsack and Ethel M. Bohnsack

TO

Fred W. Neis

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13 day of

December

A. D. 1940, at 11:50 o'clock A. M.

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this fourth day of November, in the year of our Lord, one thousand nine hundred and forty between

Herman C. Bohnsack and Ethel M. Bohnsack his wife

of Eudora in the County of Douglas and State of Kansas parties of the first part, and Fred W. Neis

party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have 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:

Beginning at the North East corner of a tract of land conveyed

to William E. Martin by deed recorded in Book 109, Page 494 of the

records of Douglas County, Kansas, which said point is 145 feet

East of the West line and 1014 feet South of the North West Corner

of the North East Quarter of Section Six (6), Township Thirteen (13),

Range Twenty (20) thence South 163 feet more or less to the North

line of the land conveyed to W. E. Palmer by deed recorded in Book

109, Page 251 of the records of said County, thence East on the

North line of said Palmer's land 57 feet, thence North 163 feet

more or less to a point 57 feet East of the place of beginning, thence

West 57 feet to the place of beginning, in Douglas County, Kansas.

with 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 owners of the premises above granted, and seised 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 thereon.

It is agreed between the parties hereto that the parties 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 they 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of the interest. And in the event that said parties 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 party 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 repaid.

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

ONE THOUSAND

DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 4th day of November 1940

and by the terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this indenture.

And this covenantance 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 covenantance shall become absolute, and the whole sum remaining 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 party 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 party of the first part making such sale, on demand, to the first party of the first part.

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 parties of the first part have hereunto set their hand and seal on the day and year last above written.

Herman C. Bohnsack

(SEAL)

Ethel M. Bohnsack

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

County of Douglas

ss.

BE IT REMEMBERED, That on this 4th day of November A. D. 1940, before me, a

R. C. Ogden in the aforesaid County and State, came

Herman C. Bohnsack and Ethel M. Bohnsack his wife

to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL)

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 9th day of October 1944.

R. C. Ogden

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 8 day of September 1940.

Fred W. Neis

Mortgagee. Owner.

This release was written on the original mortgage and is a part of the same.

Herman C. Bohnsack
Ethel M. Bohnsack
Notary of Deeds