

Receiving No. 11683

MORTGAGE RECORD 84

Reg. No. 2591
Fee Paid, \$1.25

FROM _____
TO _____
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 6 day of March A. D. 1941, at 4:45 o'clock P. M.
By _____
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 6th day of March, in the year of our Lord, one thousand nine hundred and Forty-one between _____
Walter L. Beers and Wilma F. Beers, his wife,
of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and G. E. Cadwell party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has ----- sold, and by this indenture does ----- 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:

Thirty (30) Acres more or less located South and East of the public road in the East one half of the Southeast Quarter (Se¹/₄) of Section Twelve (12) Township Fourteen (14) South, Range Nineteen (19) East, more particularly described as follows: Beginning at the Southeast corner of the Southeast Quarter (Se¹/₄) of Section Twelve (12), Township Fourteen (14), Range Nineteen (19), thence West along the South line of the Quarter section 1328.7 feet, thence North Twenty-three (23) degrees Seventeen (17) Minutes, East 1381.9 feet, thence North Forty (40) Degrees, Six (6) Minutes, East 604.1 feet, thence North Fifty-Eighty (58) Degrees Two (2) Minutes, East 330.9 feet, to the East line of the Quarter Section, thence South along the East line of the Quarter Section 2056.7 feet to the place of beginning.

It is agreed that the parties of the first part shall pay all sums of money derived from the sale of standing timber on said property to the party of the second part, to be applied on the note secured hereby, said proceeds to be paid as fast as the timber is cut and sold from this property.

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 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 against all parties making lawful claim thereto.

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 becomes 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 his 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Five Hundred and no/100 ----- DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 6th day of March 1941 and by its 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 parties of the first part shall fail to pay the same as provided in this Indenture.

And this conveyance 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 kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance 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 or his agent 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 provided 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 making such sale, on demand, to 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 hands and seal the day and year last above written.

Walter L. Beers (SEAL)
Wilma F. Beers (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS } ss.
County of DOUGLAS

BE IT REMEMBERED, That on this 6th day of March A. D. 1941, before me, a Notary Public in the aforesaid County and State, came Walter L. Beers and Wilma F. Beers, 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 28th day of May 1941.
Ruth Christianson 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 (if record). Dated this 21 day of December, 1944.
Lydia A. Cadwell Mortgagee. Owner.

For Assignment see Book 19 Page 15.

This release was filed on the 1st day of December 1944 at 10:45 A.M. by the Register of Deeds.