MORTGAGE RECORD 84

Receiving No. 11779

Reg. No. 2634
Fee Paid, $ 2.50

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
	This instrument was filed for record on the ___ 19 ___ day of
TO	__April__ A. D. 19 11 , at __4:30__ o'clock __P.__ M.
	Harold A. Beck
	Register of Deeds.
	By _____ Deputy.

THIS INDENTURE, Made this __nine-/teenth__ day of __April__ , in the year of our Lord, one thousand nine hundred and __forty-one__ between __Charles W. Schneck and Marguerite Schneck, his wife,__

of __---__ in the County of __Douglas__ and State of __Kansas__ part __ies__ of the first part, and __J. Donald Kieffer__ part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of __One thousand and no/100 ($1000.00)__ — — — — — DOLLARS, to __them__ duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do — Grant, Bargain, Sell and Mortgage to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

> The West one-half (W½) of the Southeast one-quarter (SE¼) of the South-west one-quarter (SW¼) of Section 4, Township 13 South, of Range 20 East of the 6th P.M., less that portion thereof covered by the deed recorded in Book 125, Page 557, also less that portion thereof described in the proceedings of the District Court recorded in Book 137, Page 361 in the office of the Register of Deeds, 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 part ies of the first part do — hereby covenant and agree that at the delivery hereof __they are__ the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances __except mortgage for $2000.00 by J. Donald__ __Kieffer to the Douglas County Bldg. & Loan Ass'n, recorded in Book 84 Page 605,__ Records of Douglas Co. Ks., 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 par ies 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 part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of __his__ interest. And in the event that said part ies 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 part y 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 and no/100__ — — — — — — — — — — — — — — — — — DOLLARS, according to the terms of __one__ certain written obligation — for the payment of said sum of money, executed on __nineteenth__ day of __April__ 19 41 and by __its__ terms made payable to the part y 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 part — 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 part ies 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 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 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 part y 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 overplus, if any there be, shall be paid to the part y making such sale, on demand, to the first part ies.

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 part ies of the first part ha ve hereunto set __their__ hand s and seal s the day and year last above written.

__Charles W. Schneck__	(SEAL)
__Marguerite Schneck__	(SEAL)
	(SEAL)
	(SEAL)

STATE OF __KANSAS__
County of __DOUGLAS__ } ss.

BE IT REMEMBERED, That on this __19th__ day of __April__ A. D. 19 41 , before me, a __Notary Public__ in the aforesaid County and State, came __Charles W. Schneck and Marguerite Schneck, his wife__ to me personally known to be the same person s 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.

My commission expires on the __17th__ day of __September__ 19 41 .

(SEAL)

__E B Martin__
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 __17th__ day of __June__ 19 41.

J. Donald Kieffer
Mortgagee Owner.