

MORTGAGE RECORD 84

Receiving No. 12410

Reg. No. 2748
Fee Paid, \$11.25

FROM
TO
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 13 day of August, A. D. 1941, at 11:46 o'clock A. M.
Narold A. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 13th day of August, in the year of our Lord, one thousand nine hundred and Forty-one between
Albert C. Schaeke and Cecil Schaeke, his wife
of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and
Alfred H. Bromelsick party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Forty-five Hundred (\$4500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged have sold, and 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:

The South one-half of the North two-thirds of the West half of the Southeast Quarter and the South one-half of the North two-thirds of Lots 5 and 6 of Section 2, Township 12, Range 12, East, lying in a tract known as the Delaware Reserve and containing 40 acres, more or less; also the North 76 rods of Lot 3 of the Southwest Quarter of Section 2, Township 12, Range 19, East, together with all accretions thereto to the center of the old bed of the Kansas River; also all the following described real estate situated in the Southwest Quarter of Section 2, Township 12, Range 19, East, described as beginning at a point on the East and West center line of Section 2, 220.5 feet East of the West line of Section 2, thence South 0 degrees 30' East 933 feet, thence South 25 degrees East 360 feet to a point 76 rods South of the East and West center line of Section 2, thence East parallel to the East and West center line of Section 2, 450 feet, thence South 1 degree East 506 feet, thence East parallel to the East and West center line of Section 2, 450 feet to a point 53 1/3 rods (880 feet) North of the South line of Section 2, thence North 1 degree West 490 feet, thence North 24 degrees 30' West 365 feet, thence North 30' West 55 feet to a point 53 1/3 rods (880 feet) South of the East and West center line of Section 2, thence West parallel to the East and West center line of Section 2, 450 feet; thence North 30' West 53 1/3 rods (880 feet) to a point on the East and West center line of Section 2, thence West on the East and West center line of Section 2, 450 feet to the place of beginning, and containing 17 acres more or less,

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 incumbrances

and that they will warrant and defend the same against all parties making lawful claim therein.

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 less, 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 repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Forty-five Hundred (\$4500.00) DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 13th day of August, 1941, 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 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 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 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 second part, making such sale, on demand, to the first party of the second 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 seals the day and year last above written.

Albert C. Schaeke (SEAL)

Cecil Schaeke (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }
County of DOUGLAS }

BE IT REMEMBERED, That on this 13th day of August, A. D. 1941, before me, a

Notary Public in the aforesaid County and State, came

Albert C. Schaeke and Cecil Schaeke, his wife

to me personally known to be the same persons 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 9th day of March 1942.

Oscar J. Lamm
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 13th day of August, 1941.

Alfred H. Bromelsick
Mortgagee. Owner.

This release was written on the original mortgage this 13th day of August, 1941.

Narold A. Beck
Register of Deeds
Deputy