

FROM  
Mabel E. Hertzler Saunders and Phillipp M. Saunders,  
TO her husband  
Emma Hertzler  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 17 day of  
October 1941, at 4:46 p'clock P. M.  
Harold A. Beck  
Register of Deeds.  
By Deputy.

THIS INDENTURE, Made this 17th day of October, in the year of our Lord, one thousand nine hundred and forty-one between  
Mabel E. Hertzler Saunders and Phillipp M. Saunders, her husband,

of Eudora in the County of Douglas and State of Kansas  
parties of the first part, and  
Emma Hertzler party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Three Thousand (\$3,000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have granted, 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 West Fractional One-half (W fr.  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Thirty-one (Sec. 31), also Known as Lot Four (4) in Section Thirty-one (Sec. 31), and,  
That part of the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of said Section Thirty-one (Sec. 31) described as follows: Beginning at the Northwest corner of said Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Thirty-one (Sec. 31); thence running South on said quarter section line 29.58 rods; thence East 70.32 rods; thence North 29.58 rods to the North line of said quarter section; thence West on said North line 70.32 rods to place of beginning, containing 12.75 acres more or less, all in Township Twelve South (Twp. 12 S), Range Twenty-one (Rg. 21) East of the Sixth Principal Meridian,

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 incumbrance  
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 part 1st 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 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 2nd of the second part, the loss, if any, made payable to the part 3rd of the second part to the extent of 10% interest. And in the event that said part 1st 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 3rd 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  
Three Thousand (\$3,000.00) DOLLARS,  
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th day of October, 1941  
and by its terms made payable to the part 3rd 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 3rd 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 1st of the first part shall fail to pay the same as provided in this indenture.

And this covenants 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 covenants 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 3rd 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 part 3rd of the second part 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 hand and seals the day and year last above written.

Mabel E. Hertzler Saunders (SEAL)  
Phillipp M. Saunders (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS } ss.  
County of DOUGLAS

BE IT REMEMBERED, That on this 17th day of October A. D. 1941, before me, a  
Notary Public in the aforesaid County and State, came  
Mabel E. Hertzler Saunders and Phillipp M. Saunders, her husband,

to me personally known to be the same person as 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 28th day of October 1942.

(SEAL) Forrest A. Jackson 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 10 day of August 1949  
Emma Hertzler  
Mortgagee. Owner.

This release was written on the original mortgage entered 10th day of Aug 1949  
Harold A. Beck  
Reg. of Deeds  
Deputy