

## MORTGAGE RECORD 84

Reg. No. 2865  
Fee Paid, \$2.50

Receiving

FROM  
TO  
December  
A. D. 1941, at 10:00 o'clock A. M.  
Narold R. Leck  
Register of Deeds.  
By Deputy.

THIS INDENTURE, Made this 10th day of December, in the year of our Lord, one thousand nine hundred and forty one between Fred Rothberger and Madge H. Rothberger, his wife,

of Eudora in the County of Douglas and State of Kansas parties of the first part, and Katherine D. Church partY of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand and No/100 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 Half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty Five (25), Township Thirteen (13), Range Twenty (20).

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 less, if any, made payable to the partY of the second part to the extent of such interest. And in the event that said partY 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 and No/100 DOLLARS

according to the terms of certain written obligation for the payment of said sum of money, executed on the 10th day of December, 1941 and by the parties of the first 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 making such sale, on demand, to the first partY.

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 there 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.

F. Rothberger (SEAL)

Madge H. Rothberger (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

County of Douglas

BE IT REMEMBERED, That on this 10th day of December A. D. 1941, before me, a

Notary Public in the aforesaid County and State, came Fred Rothberger and Madge H. Rothberger, 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 17 day of April 1945.

Rose Gleason  
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 20 day of May 1946.

Katherine D. Church  
Mortgagee. Owner.

This release was written on the original mortgage and returned this 20 day of May 1946.

Narold R. Leck  
Reg. of Deeds

Milton E.

The

THIS I

hundred an

of Lec

parties o

WITNE

which is be

the followi

With the ap

And the

and seized of

and that they

It is ag

or assessed ag

such sum and

extent of it

as herein provi

immediately m

THIS G

according to t

and by it

or sum of m

said partY of

And this co

part thereof o

not kept up, s

shall become

immediately m

rents and ben

to retain the

it is ag

making such

extend and, i

IN WIT

written.

STATE OF

County of

(SEAL)

I, the

of Deeds to