

## MORTGAGE RECORD 84

Reg. No. 2870  
Fee Paid, \$26.25

FROM  
TO  
THIS INDENTURE, Made this thirty-first day of December, in the year of our Lord, one thousand nine hundred and forty-one between Arthur LaVerne Kampschroeder and Myrtle Virginia Kampschroeder, his wife, of Lawrence In the County of Douglas and State of Kansas parties of the first part, and Mrs. Effie F. Kampschroeder party of the second part.

WITNESSETH, That the said part of the first part, in consideration of the sum of Ten thousand five hundred and no/100 (\$10,500.00) - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have Grant, Bargain, Sell and Mortgage to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North one hundred (N100) acres of the West one hundred ten (W110) acres of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 27, Township 13, Range 18, also a tract of land described as follows: Commencing at the Northeast corner of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 28, Township 13, Range 18, thence South one hundred twenty-seven and two-ninths (127  $\frac{2}{9}$ ) rods; thence West fifty and seventy-two hundred twenty-ninths (W50  $\frac{70}{229}$ ) rods; thence North One hundred twenty-seven and two-ninths (127  $\frac{2}{9}$ ) rods; thence East fifty and seventy-two hundred twenty-ninths (E50  $\frac{70}{229}$ ) rods to place of beginning, containing forty acres more or less, also a tract of land described as follows: Commencing at the Northwest corner of the Southeast one-quarter (SE $\frac{1}{4}$ ), Section 28, Township 13, Range 18, thence South forty-two (42) rods; thence East 13-23/59 rods; thence South 65-2/9 rods; thence East 86-4114/13611 rods; thence North 127-2/9 rods; thence West 106-185/229 rods to place of beginning, containing 80 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 part 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 seised of a good and indefeasible estate in inheritance therein, free and clear of all incumbrance

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

It is agreed between the parties hereto that the part 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 part of the second part, the loss, if any, made payable to the part of the second part to the extent of her interest. And in the event that said part of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part of the second part may pay said taxes and insurance, or other, 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 Ten thousand five hundred and no/100 - - - - - thirty-first day of December, 1941 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the day of December, 1941 and by its terms made payable to the part 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 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 part 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 hereto 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 of the second part making such sale, on demand, to the first part of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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.

Arthur LaVerne Kampschroeder (SEAL)

Myrtle Virginia Kampschroeder (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS  
County of DOUGLAS } ss.

BE IT REMEMBERED, That on this 31st day of December, A. D. 1941, before me, a

Notary Public in the aforesaid County and State, came

Arthur LaVerne Kampschroeder and Myrtle Virginia Kampschroeder, 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.

(SEAL) My commission expires on the 18th day of July, 1944.

George Docking 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 23rd day of January, 1951

Mrs. Effie F. Kampschroeder Mortgagee. Owner.

This mortgage was written on the original mortgage

this 23rd day of January, 1951

Harold D. Beck  
Dorothy J. Beck  
County

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