

MORTGAGE RECORD 84

Reg. No. 2984
Fee Paid, \$.50

367

FROM
Walter Vitt and Wife
TO
Martin J. White
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 8 day of May A.D. 1942, at 3:30 o'clock P. M.
Harold A. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 4th day of May, in the year of our Lord, one thousand nine hundred and forty two between Walter Vitt and Olive Vitt, his wife

of Rudora in the County of Douglas and State of Kansas
part Y of the first part, and Martin J. White

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Hundred Fifty Dollars 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 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:

Beginning at a stone at the South West Corner of the North West Fractional quarter of the North West Fractional Quarter of Section Seven, Township Thirteen, Range Twenty One East; thence North on section line 790 feet; thence East 551.4 feet; thence South 790 feet; thence West 551.4 feet to place of beginning, and containing Ten Acres.

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 owner 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 therein.
It is agreed between the parties hereto that the part Y 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 loc. If any, made payable to the part Y 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 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 TWO HUNDRED FIFTY DOLLARS according to the terms of a certain written obligation for the payment of said sum of money, executed on the 4th day of May 1942 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 Y 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 covenant 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 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 covenant 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 provided 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 by the part Y

making such sale, or demand, to the first part of the indenture.

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 Y of the first part has hereunto set their hand and seal on the day and year last above written.

Walter Vitt (SEAL)

Olive Vitt (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }
County of Douglas } ss.

BE IT REMEMBERED, That on this 4th day of May A.D. 1942, before me, a Notary Public in and for the County and State, came Walter Vitt and Olive Vitt, his wife

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 9th day of October 1944.

(SEAL)

R. C. Ogden 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 Registrar of Deeds to enter the discharge of this mortgage of record. Dated this 14 day of August 1942.

Witness Irene Carter (For Release also see pt 89, page 477)
Martin J. White Mortgagee. Owner.

Release
for
see pt 89, page 477

This Release was written in the original mortgage entered this 14 day of August 1942.
Harold A. Beck
Reg. of Deeds