

MORTGAGE RECORD 84

Reg. No. 3002

Fee Paid, \$ 2.00

373

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of

TO

May A.D. 19 42 at 11:25 o'clock A.M.

By Norrell A. Beck Register of Deeds.

Deputy.

THIS INDENTURE Made this 21st day of May, in the year of our Lord, one thousand nine hundred and forty-two between Stella K. Bumgardner and Edward Bumgardner, her husband

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Reinhold Meierhoffer

part y of the second part.

WITNESSETH, That the said part of the first part, in consideration of the sum of Eight Hundred (\$800.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha yo sld, 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:

Lot Numbered One Hundred seventy (170) on Ohio Street in the City of Lawrence, Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part 1st 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 s 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 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of his interest. And in the event that said part 1st of the first part shall fail to pay such taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by 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

Eight hundred (\$800.00) DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 21st day of May 19 42

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 part 1st 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 part y of the second part, 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 making such sale, on demand, to the first part 1st

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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, and their heirs, assigns and successors.

IN WITNESS WHEREOF, The part 1st of the first part ha yo herunto set their hand and seals the day and year last above written.

Edward Bumgardner (SEAL)

Stella K. Bumgardner (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 26th day of May A.D. 19 42, before me, a

Notary Public in the aforesaid County and State, came

Stella K. Bumgardner and Edward Bumgardner, her husband

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 23rd day of January 19 45

F. B. Dodds 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 if record. Dated this 29 day of May 19 42

Reinhold Meierhoffer Mortgagee. Ownr.

This release was written on the original mortgage

entered this 6 day of June 1942

Norrell A. Beck Reg. of Deeds