

Receiving No. 16415

MORTGAGE RECORD 84

Reg. No. 3268

Fee Paid, \$ 2.50

Receiving

FROM
ELMER HUNTER, and MABEL HUNTER, his wife.
 TO
ANNA L. HUNTER

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 9 day of
December A. D. 1942, at 9:25 o'clock A. M.
Harold D. Beck
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 1st day of April, in the year of our Lord, one thousand nine
 hundred and Forty-Two between
ELMER HUNTER AND MABEL HUNTER, HIS WIFE
 of LAWRENCE in the County of DOUGLAS and State of KANSAS
 parties of the first part, and ANNA L. HUNTER
 party of the second part.

WITNESSETH, That the said part -- of the first part, in consideration of the sum of
One Thousand & No/100 DOLLARS, to them duly paid, the receipt of
 which is hereby acknowledged, he, she, 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:

Commencing at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Seventeen (17)
 Township Twelve (12) South, Range Twenty (20) East of the 6th Principal Meridian, thence
 North 210 feet on the West line of said quarter section, thence East 250 feet, thence South
 210 feet to the South line of said quarter section, thence West on the South line of said
 quarter section to the place of beginning; subject to public roadways and highways.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said part 1st 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 seised of a good and inalienable 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 thereon.

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 -- of the second part, the loss, if any, made payable to the part Y of the second part to the
 extent of -- 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 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

One Thousand & No/100 DOLLARS according to the terms of the said sum of money, executed on the 1st day of April 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 -- 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 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 payment or any
 part thereof or any obligation created hereby, 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 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 -- 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 profits 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 surplus, if any there be, shall be paid by the part -- of

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 arising 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 1st of the first part has hereunto set their hand and seal on the 9 day and year last above

Elmer Hunter (SEAL)
 Mabel Hunter. (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS } ss.
 County of DOUGLAS

BE IT REMEMBERED, That on this 28th day of May A. D. 1942, before me, a
 Notary Public in the aforesaid County and State, came
Elmer Hunter and Mabel Hunter, 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 19th day of August 1943.

(SEAL)

Geo D. Walter
 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 19th day of March 1943.

Anna L. Hunter
 Mortgagee. Owner.

This Release
 was written
 on the original
 mortgage
 and is
 entered
 this 19th day
 of March
 1943
Harold D. Beck
 Reg. of Deeds.

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