

MORTGAGE RECORD 84

FROM
TO
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 14 day of August A. D. 1943, at 10:20 o'clock A. M.
By *Harold A. Beck* Register of Deeds.
Deputy.
THIS INDENTURE, Made this 2nd day of July, in the year of our Lord, one thousand nine hundred and forty-three between Henry C. Wagner and Bernice Wagner, his wife of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Chas. A. Teter or Clara E. Teter, either or the survivor part 1cs of the second part.

WITNESSETH, That the said part -- of the first part, in consideration of the sum of One thousand five hundred and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ye said, and by this indenture do -- 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-half (N $\frac{1}{2}$) of the Southwest one-quarter (SW $\frac{1}{4}$) Section 12 Township 13 Range 19.

with the appurtenances and all the estate, title and interest of the said part 1cs of the first part therein.

And the said part 1cs of the first part do -- hereby covenant and agree that at the delivery hereof, they 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 except one mortgage of record for \$8600.00 recorded Book 66 Page 562 records of Douglas Co. Ka. said mortgage having now been reduced by payments to \$4500.00 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-- 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 -- 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 law, if any, made payable to the part -- of the second part to the extent of -- 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 and to keep said premises insured as herein provided, then the part -- 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 five hundred and no/100

according to the terms of -- OFS -- certain written obligation -- for the payment of said sum of money, executed on the 2nd day of July 1943, and by its terms made payable to the part 1cs 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 1cs 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 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 1cs 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 hereof 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 and to sell the premises hereof granted, or any part thereof, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part 1cs of the second part to the part 1cs of the first part.

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 1cs of the first part ha ye hereunto set their hand and seal 8 the day and year last above written.

Henry C. Wagner (SEAL)

Bernice Wagner (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 6th day of August A. D. 1943, before me, a -- in the aforesaid County and State, came

Henry C. Wagner and Bernice Wagner 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.

My commission expires on the 7th day of July 1944.

Frank Fox 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 31st day of December, 1945.

Chas. A. Teter
Clara E. Teter

Mortgagee. Owner.

This release was written on the original mortgage entered this 22 day of Jan 1946

Harold Beck
Reg. of Deeds
Harold Beck
Deputy