

MORTGAGE RECORD 84

Reg. No. 3580

Fee Paid, \$ 2.00

Receiving No. 19340

FROM
Louis L. Gault, Verla M. Gault
 TO
Kaw Valley State Bank, Eudora, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 3 day of
November A. D. 1943, at 4:10 o'clock P. M.
Harold A. Beck
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this _____ day of October, in the year of our Lord, one thousand nine
 hundred and Forty Three between
Louis L. Gault and Verla M. Gault, his wife
 of Eudora in the County of Douglas and State of Kansas
 parties of the first part, and Kaw Valley State Bank
Eudora, Kansas, part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Eight hundred and no/100 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:

The West Thirty (30) acres of the Southwest Quarter of the Southwest Quarter of
 Section Twenty Nine (29), Township Thirteen (13) Range Twenty One (21);

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 hereby covenant and agree that at the delivery hereof they were the lawful owners of the premises above granted,
 and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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

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 part Y of the second part, the law, if any, made payable to the part Y of the second part to the
 extent of its interest. And in the event that said part Y 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 insurances, 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 and no/100 DOLLARS, to them duly paid, the receipt of
 according to the terms of DO certain written obligation for the payment of said sum of money, executed on the _____ day of October 1943,
 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 Y 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 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, on demand, to the first part Y.

It is agreed by the parties herein 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 herein.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal on the _____ day and year last above

Louis L. Gault (SEAL)

Verla M. Gault (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
 County of DOUGLAS ss.

BE IT REMEMBERED, That on this 25th day of October A. D. 1943, before me, a
 Notary Public in the aforesaid County and State, came
Louis L. Gault and Verla M. Gault, his wife

to me personally known to be the same persons 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 12th day of August 1947.

W. C. Mercier

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 23 day of Oct, 1945.

(Comp. Seal)

Kaw Valley State Bank, Eudora, Kansas
W. C. Mercier, Cashier Mortgagee. Owner.

This release
 was written
 on the original
 mortgage
 entered
 this 23 day
 of Oct,
 1945.

Harold A. Beck
 Reg. of Deeds
Verla M. Gault
 Deputy