

Receiving No. 19690

MORTGAGE RECORD 84

Reg. No. 3223

Fee Paid, \$ 1.50

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of

January A. D. 1944, at 4:10 o'clock P. M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 11th day of January, in the year of our Lord, one thousand nine hundred and forty-four between Cloyd L. Dreyer and Helen V. Dreyer, his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and John H. Dreyer

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six Hundred and no/100

which is hereby acknowledged, he, ss. and by this indenture do Grant, Bargain, Sell and Mortgage to the said party 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 Northwest corner of Northeast Quarter (NE $\frac{1}{4}$) of Section Fourteen (14), Township Twelve (12) South, Range Seventeen (17); thence South 515 feet, more or less to the Lawrence and Topeka Road; thence East along said Road 25 $\frac{1}{2}$ rods; thence North 515 feet, more or less to section line; thence West 25 $\frac{1}{2}$ rods to place of beginning; except $\frac{1}{2}$ an acre in the Southeast corner thereof 6 rods East and West and 13 $\frac{1}{3}$ rods North and South, containing 4 $\frac{1}{2}$ acres, more or less, all East of the Sixth Principal Meridian and less the .12 of an acre deduced in Book 104, page 563 for Fort to Fort Highway to Board of County Commissioners of Douglas County, Kansas.

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 seised of a good and lawfull 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 party 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 becomes 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 loss, if any, made payable to the party 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 party 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

Six Hundred and no/100

DOLLARS.

according to the terms of certain written obligation for the payment of said sum of money, executed on the 11th day of January, 1944, and by its terms made payable to the party 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 party 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 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 party 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 prescribed by law and out of all moneys arising from such sale making such sale, on demand, to the first party 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 parties of the first part have hereunto set their hand and seal on the 11th day of January, 1944.

Cloyd L. Dreyer (SEAL)

Helen V. Dreyer (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

County of Douglas

BE IT REMEMBERED, That on this 11th day of January A. D. 1944, before me, M. Registrar of Deeds in the aforesaid County and State, came Cloyd L. Dreyer and Helen V. Dreyer, his wife

(OFFICIAL SEAL)

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 10th day of January, 1946.

Harold A. Beck
Register of Deeds

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 May, 1946.

Max John H. Dreyer
Mortgagee. Owner.

This release was written on the original mortgage

entered this 31st day of May, 1946

Harold A. Beck
Reg. of Deeds