

MORTGAGE RECORD 84

Reg. No. 3671
Fee Paid, \$ 13.75

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

TO

February A. D. 19 44, at 4:20 o'clock P. M.

By

Deputy.

THIS INDENTURE, Made this 28th. day of February, 1944, in the year of our Lord, one thousand nine hundred and Forty Four, between Roland E. Roney and Cecile E. Roney, husband and wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Daniel Haffner and Etta Velora Haffner, his wife

parties of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Fifty-Five Hundred (\$5500.00) 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 1st of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South 15 acres of the East Half of the Southeast Quarter of the Southeast Quarter of Section One (1), Township Thirteen (13), Range Nineteen (19), less the following: Beginning at a point 33 feet North and 33 feet West of the Southeast corner of Section One (1), Township Thirteen (13), Range Nineteen, thence West 620.6 feet, thence North 217.49 feet, thence East to a point 215 feet North of the point of beginning, thence South to the point of beginning.

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 the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

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 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 becomes due and payable, and that they keep the buildings upon said real estate insured against fire and tornadoes in such sum and by such insurance company as shall be specified and directed by the part 1st of the second part, the less, if any, made payable to the part 1st of the second part to the extent of their 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 1st 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 Fifty-Five Hundred (\$5500.00) DOLLARS.

according to the terms of the said certain written obligation for the payment of said sum of money, executed on the 28th day of February 1944, and by its terms made payable to the part 1st 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 1st 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 payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes 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 1st 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 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 1st of the second part making such sale, on demand, to 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 1st of the first part have hereunto set their hand and seal on the day and year last above written.

Roland E. Roney (SEAL)

Cecile E. Roney (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 28th. day of February A. D. 19 44, before me, a

Frank Fox in the aforesaid County and State, came Roland E. Roney and Cecile E. Roney, husband and wife

(SEAL) 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 7th. day of July 19 44.

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 31 day of March 1944.

Daniel Haffner
Etta Velora Haffner
Mortgagee. Owner.

THIS INSTRUMENT
WAS FILED FOR
RECORD IN THE
OFFICE OF THE
REGISTER OF DEEDS
ON THE 31 DAY
OF MARCH 1944
BY
HAROLD E. RONEY
Reg. of Deeds