

MORTGAGE RECORD 84

Reg. No. 3559

Fee Paid, \$ 5.75

Receiver No. 21660

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of

October A. D. 1944, at 2:05 o'clock P. M.

William Kollender & Mabel Kollender

TO

Mrs. Edith Van Harebeck

By

Deputy.

THIS INDENTURE, Made this first day of September, in the year of our Lord, one thousand nine hundred and forty-four, between William Kollender and Mabel E. Kollender, husband and wife,

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Mrs. Edith Van Harebeck

party of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two thousand three 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 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 156.5 feet East of the intersection

of the East line of Kentucky Street and

the South line of

Section Thirty-one (31), Township Twelve (12), Range Twenty (20),

thence Northerly 135 feet,

thence East 38 feet,

thence Southerly to the South line of said Quarter Section,

thence West 38 feet to the point of beginning,

all in the City of Lawrence,

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 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 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 become due and payable, and that the part 2nd of the second part shall keep the buildings upon said real estate insured against fire and tornado to such sum and by such insurance company as shall be specified and directed by the part 1st of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of the part 1st 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 2nd of the second part may pay said taxes and insurance, or either, and such 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 Two thousand three hundred and no/100 DOLLARS,

according to the terms of the part 1st of the second part, for the payment of said sum of money, evidenced on the first day of September, 1944, and by the terms made payable to the part 2nd 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 2nd 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 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 2nd 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 2nd of the second part, making such sale, on demand, to the first part 1st.

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 day and year last above written.

William Kollender (SEAL)

Mabel E. Kollender (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }
County of Douglas } ss.

BE IT REMEMBERED, That on this 24th day of October A. D. 1944, before me, a

Notary Public in the aforesaid County and State, came

William Kollender and Mabel E. Kollender, husband and wife,

(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 15th day of July, 1948.

George Docking

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 3rd day of March, 1945.

Mrs. Edith Van Harebeck

Mortgagee.

Owner.

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 3rd day of March, 1945.

Mrs. Edith Van Harebeck
Mortgagee. Owner.

This release was written on the original mortgage entered this 1st day of March, 1945.

Harold A. Beck
Notary of Deeds
Deputy