

## MORTGAGE RECORD 85

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released  
And the lien thereby created is discharged.  
At witness my hand this 21<sup>st</sup> day of September, A.D. 1942.

Alvin Ring

same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One Thousand and no/100 DOLLARS, according to the terms of a certain promissory note this day executed by the said Parties of the first part to the said party of the second part; said note being given for the sum of One Thousand Dollars and no/100 (\$1000) DOLLARS, dated December 2, 1940, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$25.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of One Thousand and no/100 (\$1000) DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof be and become an additional lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, or their executors, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the parties of the second part, their executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there by, shall be paid by the parties making such sale, on demand, to the said Parties of the first part heirs and assigns.

In Testimony Whereof, The said Parties of the first part have hereunto set their hands and seal the day and year last above written.

Edwin Swope  
Bernice Swope

STATE OF KANSAS, } ss.  
Douglas County,

Be it Remembered, That on this 31 day of Jan A.D. 1941 before me, C. B. Hosford, a Notary Public in and for said County and State, came Edwin Swope and Bernice Swope his wife to me personally known to be the same person who executed the within instrument of writing, 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.

C. B. Hosford  
Notary Public.

(SEAL) My Commission Expires June 26 1943

Recorded January 31, 1941 at 11:56 A.M.

*Harold A. Beck*

Register of Deeds

Receiving No. 11425

## MORTGAGE

THIS INDENTURE, made this 22nd day of January, in the year of our Lord, one thousand nine hundred and forty-one between Dora Beuermann, unmarried; Leo Beuermann, unmarried; Henry Beuermann and Gladys Beuermann, his wife; Ida Athey; Dora Kasson and Marvin Kasson, her husband; William Grimes and Marie Grimes, his wife; Sam Grimes and Ida Grimes, his wife; Wesley Grimes, unmarried; Eddie Grimes, unmarried; and Jack Grimes, unmarried, of in the County of and State of parties of the first part, and William Docking party of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of FOUR THOUSAND and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, PURCHASE, 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:

The West Half of the Northwest Quarter of Section 9, Township 12 South of Range 19 East of the 6th P.M., less railroad right of way; also  
Lots 1 and 2 in Section 5, Township 12 South of Range 19 East of the 6th P.M.

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 seized 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 thereto.

It is agreed between the parties hereto that the parties 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 or 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 Four Thousand Dollars (\$4,000.00) according to the terms of one certain written obligation for the payment of said sum of money, executed on the 22nd day of January 1941, 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 payments 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 building on said real estate are not kept in as good repair as they are now, or if waste is committed on said

Reg. No. 2560  
Fee Paid \$10.00

*See Reference in full book 144 Page 512  
1st Mortgage and Release 144 Page 514*