

DOUGLAS COUNTY

Receiving No. 13340

Reg. No. 2932
Fee paid \$2.75

MORTGAGE

THIS INDENTURE, made this second day of January, in the year of our Lord, one thousand nine hundred and forty-two between Edward A. Bartz and Elizabeth Bartz, his wife; William H. Bartz and Caroline M. Bartz, his wife; Amelia Bartz Eck and Joe Eck, her husband; Henry J. Bartz and Belle Bartz, his wife; Mary Bartz Muzzy, a widow; Herman J. Bartz and Marie Bartz, his wife; Louis J. Bartz and Norma Bartz, his wife; and Elizabeth Bartz, a single woman, of Eudora in the County of Douglas and State of Kansas parties of the first part, and Kaw Valley State Bank, Eudora, Kansas, party of the second part.

WITNESSETH, that the said parties of the first part in consideration of the sum of One thousand one hundred and no/100 -----DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha.... sold, 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:

The South One hundred (\$100) acres of the Southeast one-quarter (SE $\frac{1}{4}$) Section (9,) nine, 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 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 its interest. And in the event that said parties of the first part shall fail to pay such taxes when the same becomes due and payable or to keep said premises insured as herein provided, then the parties 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 One thousand one hundred and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the twenty-sixth day of December 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 of money advanced by the said part 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 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 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 party making such sale, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provision 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 hands and seals the day and year last above written.

Herman J. Bartz
Marie Bartz
Louis J. Bartz
Norma Bartz
Elizabeth Bartz

Edward A. Bartz
Elizabeth Bartz
William H. Bartz
Caroline M. Bartz
Amelia Bartz Eck
Joe Eck
Henry J. Bartz
Belle Bartz
Mary Bartz Muzzy

STATE OF KANSAS
COUNTY OF JOHNSON

BE IT REMEMBERED, that on this 19 day of Jan., A. D. 1942 before me the undersigned, a Notary Public in and for said County and State, came HERMAN J. BARTZ and MARIE BARTZ, his wife to me personally known to be the person who executed the foregoing 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.

(SEAL) My commission expires Mar. 19-45

A. M. Wood
Notary Public

STATE OF COLORADO) ss (El Paso County as shown on SEAL)
COUNTY)

BE IT REMEMBERED, That on this 9th day of January A. D. 1942 before me, the undersigned, a Notary in and for said County and State, came Edward A. Bartz and Elizabeth Bartz, his wife, to me personally known to be the same persons who executed the foregoing 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.

(SEAL) My Commission Expires March 27, 1945

Florence Nellans
Notary Public

This Release
was written
on the original
Mortgage
this 13th day
of January
1942
Herald A. Beck
Reg. of Deeds

In the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, dated this 15 day of January, 1943 and authorize the Register of Deeds to enter the discharge of this mortgage of record.

Kaw Valley State Bank, Eudora, Kansas
W.C. Muever, Cashier