

MORTGAGE RECORD 88

559

Reg. No. 3395
Fee Paid-\$2.50

Receiving No. 20211

MORTGAGE

THIS INDENTURE, Made this 22nd day of March, A.D. 1944, between Lester L. Bacher and Margaret M. Bacher, his wife, of Shawnee County, in the State of Kansas of the first part and Agnes D. Steenbock and Bertha E. Steenbock of Shawnee County, in the State of Kansas of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One Thousand (\$1,000.00) DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas to-wit:

The South Half (S $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 12, Township 12, Range 17, containing forty (40) acres in Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever;

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Lester L. Bacher and Margaret M. Bacher, his wife have this day executed and delivered their certain promissory note in writing to said parties of the second part, of which the following is a copy

\$1,000.00

Topeka, Kansas, March , 1944

On or before Three (3) years after date we promise to pay to the order of Agnes D. Steenbock and Bertha E. Steenbock, One Thousand (\$1,000.00) Dollars, payable at Topeka, Kansas. Value received with interest at five (5) per cent. per annum until paid. Interest payable annually.

Lester L. Bacher
Margaret M. Bacher

NOW, If said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money in the above described Note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law, made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable, and said parties of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Lester L. Bacher
Margaret M. Bacher

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 22nd day of March A.D. 1944 before me, the undersigned, A Notary Public in and for said County and State, came Lester L. Bacher and Margaret M. Bacher, his wife to me personally known to be the same persons 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.

J. O. Webber
Notary Public

(SEAL) My Commission Expires Dec. 16, 1946

Recorded March 24, 1944 at 2:30 P.M.

Harold G. Beck Register of Deeds

This release was written on the original mortgage entered this 21 day of June 1944

Receiving No. 20240

Reg. No. 3700
Fee Paid:-\$5.75

MORTGAGE

THIS INDENTURE, Made this 21st day of March, 1944, by and between Lester R. Hegeman and his wife, Alice N. Hegeman of Lawrence, Kansas, Mortgagor, and The Douglas County Building and Loan Association, a corporation organized and existing under the laws of Kansas, Mortgagees:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twenty Three Hundred and no/100 Dollars (\$2300.00), the receipt of which is hereby acknowledged does by these presents mortgage and warrant unto the Mortgagees, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Beginning 20 rods South of and 38 rods East of the North West corner of the South West Quarter of the South East Quarter of Section Six (6), Township Thirteen (13), Range Twenty(20), thence South 66 feet, thence East to Right of Way of Leavenworth, Lawrence and Galveston Railway, thence in a Northerly direction along said right of way, to a point due East of the point of beginning, thence West to the point of beginning, containing one acre, more or less.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagees, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Twenty-Three Hundred and no/100 Dollars (\$2300.00) as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of Four and 50/100 per centum (4 $\frac{1}{2}$ %) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Douglas County Building and Loan Association in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of seventeen and 60/100 Dollars (\$17.60), commencing on the first day of May, 1944, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and

The notary is hereby acknowledged, having been paid in full, this mortgage is hereby released, and the same is hereby certified to be a true and correct copy of the original as the same appears from the records of the Register of Deeds of Shawnee County, Kansas.

Harold G. Beck
Register of Deeds
Deputy