

## DOUGLAS COUNTY

(CORP. SEAL)

Capitol Federal Savings & Loan Association,  
Topeka, Kansas,By J. Hugo Nelson  
Vice-President-SecretarySTATE OF KANSAS )  
Shawnee County, )ss:

Be it Remembered, That on this 1 day of March A.D. 1945 before me, the undersigned, a Notary Public, in and for said County and State, came J. Hugo Nelson, Vice-president-Secretary of the Capitol Federal Savings & Loan Association of Topeka, Kansas, to me personally known to be the same 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 May 26, 1947

Eunice Beichley  
Notary Public

Recorded March 2, 1945 at 11:00 A.M.

Harold A. Beck Register of Deeds

Receiving No. 22759

## MORTGAGE

Reg. No. 4091 Fee paid \$2.50

THIS INDENTURE, Made this 28th day of February in the year of our Lord on thousand nine hundred and forty five between Aaron F. Shoemaker and Gladys M. Shoemaker husband and wife, of Topeka, in the county of Shawnee and State of Kansas, of the first part, and The Kansas State Bank, Overbrook, Kansas, party of the second part:

WITNESSETH. That the said parties of the first part, in consideration of the sum of One Thousand & 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, its successors assigns, forever, all that tract or parcel of land, situated in the County of Douglas and State of Kansas, described as follows to wit:

The West 60 acres of the North  $\frac{1}{2}$  of the Northeast Quarter ( $\frac{1}{4}$ ) of Section 14, Township 15, Range 17, Douglas County, Kansas.

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 encumbrances. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \_\_\_\_\_ Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of One Thousand & 00/100 Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the first day of March, 1946, to the order of said second party, with interest thereon; both principal and interest being payable in lawful money of the United States of America at the Kansas State Bank, Overbrook, Kansas. And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second parties, successors and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, 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 of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

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

Signed, Sealed and delivered in presence of:

Aaron F. Shoemaker (Seal)  
Gladys M. Shoemaker (Seal)STATE OF KANSAS, )  
Osage County ) ss.

(SEAL) BE it Remembered, That on this 28th day of February A.D., 1945, before me, a Notary Public in and for said County and State, came Aaron F. Shoemaker and Gladys M. Shoemaker, his wife 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.

Commission expires on the 12th day of July, 1947.

J. A. Kesler Notary Public

Recorded March 2, 1945 at 2:00 P.M.

Harold A. Beck Register of Deeds

This release  
was written  
on the original  
mortgage

entered  
this 2nd day  
of March  
1945

Harold A. Beck  
Register of Deeds  
Marie Wilson  
Deputy

The within Mortgage having been paid in full, it is hereby released on this the Original Instrument, Topeka 27 day of Feb., 1945.  
Kansas State Bank Overbrook, Kansas  
Gladys M. Shoemaker, (Seal)  
Harold A. Beck, Register of Deeds