Receiving No. 28739 🤇

## Reg. No. 4993 Fee 'aid \$2.50 MORTGAGE RECORD 89

This indenture, Made this first day of March A. D. 1946 between Joe and Ruth Stauffer of Douglas County, in the State of Kansas, of the first part, and Mabel Caldwell of Shawnee County, in the State of

County, in the State of Kansas, of the first part, and Mabel Caldwell 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 and OO Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain soll and convey unto said party of the second part, her heirs and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas, to wit: Lots 12 to 42 inclusive, Block 14, in the City of Lecompton, Kansas. To have and to hold the same, Together with all and singular the tenements, hereditaments and appurt-enances thereunto belonging or in anywise appertaining, forever. Provided, Always, And these presents are upon this express condition, that whereas, said Joe and Ruth Stauffer have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy: Fifty Months after date we promise to pay to the order of Mabel Caldwell One thousand dollars payable at Twenty dollars per month. Value received with interest at --% per annum. No. Due May 1st, 1950

## Joe Stauffer Ruth Stauffer

Ruth Stauffer Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, her 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, by these presents, become due and payable, and the party of the second part shall be entitled to the possession of said premises.

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.

Joe Stauffer Ruth Stauffer

Edna Schreiner

Notary Public

Register of Deeds

Reg. No. 4994 Fee aid \$5.00

STATE OF KANSAS DOUGLAS COUNTY, SS:

the second

Be it remembered, That on this 23 day of March A. D. 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joe and Ruth Stauffer who are personally known to me to be the same persons who executed the within instrument of writing, and such person have duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my Notary Seal, the day and year last above written.

My commission expires Mar. 17, 1948 (SEAL)

Recorded on June 28, 1946 at 10:30 A.M.

Receiving No. 28761 THIS INDENTURE, made the Thirtieth day of April A. D. 1946 between Byron A. Coates, Jr., an unmarried man, of the County of Douglas and State of Kansas, party of the first part, and THE MUTUAL EENEIFT LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of New Jersey located at Newark, Essex County, New

Of the County of Jonatian organized and existing under the laws of New Jersey located at Newark, Essex County, New Jersey, party of the second part, WIINESSETH: that the said party of the first part, in consideration of the sum of Two Thousand Dollars in hand paid the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit: That part of the Southeast Quarter and that part of the Southwest Quarter of Section Thirteen (13) Township Fifteen (15), Range Nineteen (19) described as follows: Beginning at a point twenty (20) rods west of the southeast corner of said Southeast Quarter of Section Thirteen (13), thence running west one hundred forty (140) rods, thence north one hundred sixty (160) rods, thence east sixty (60) rods, thence esouth eighty (80) rods, thence east eighty (80) rods, thence west forty-three (43) rods, thence north variation nine (9) degrees east, forty (40) rods, thence north variation nine (9) degrees and thirty (30) minutes, east forty (40) rods, thence west eighty (80) rods and fourteen (14) links, thence north variation ten (10) degrees west eighty (80) rods to the half-section line thence east six-two (62) rods and one (1) link to the center of said Section Thirteen (13), thence of beginning

beginning TO HAVE AND TO HOLD, the same, with the appurtenances thereto belonging or in anywise appertaining including any right of homestead and every contingent right or estste therein, unto the said party of the second part, its successors end assigns forever; the intention being to convey an absolute title in fee to said premises. AND THE SAID party of the first part hereby convenants that he or she is or they are (as the case may be) lawfully seized of said premises and has or have good right to convey the same; that said premises are free ar clear of all encumbrances; and that he, she or they will warrant and defend the same against lawful claims of

all persons whomsoever. PROVIDED, HOWEVER, that if the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns the principal sum of Two Thousand Dollars payable as follows:

\$50 on	the	first	day	of	Novenber,	1946	\$50 on	the	first	day	of	May,	1947	ġ,
					November,		\$50 on	the	first	day	of	May,	1948	
					November,		\$50 on	the	first	day	of	ay,	1949	
					November,		\$50 on	the	first	day	of	May,	1950	
					November,		\$50 on	the	first	day	of	May,	1951	
					November,		\$50 on	the	first	day	of	May,	1952	
					November,		\$50 on	the	first	day	of	May,	1953	
					November,		\$50 on	the	first	day	of	May,	1954	
					November,		\$50 or	the the	first	day	of	May,	1955	
					November,		\$1050	on t	he fir	st d	ay i	of Ma	y,195	6

with interest thereon from the first day of "ay, 1946 at the rate of five per cent per annum payable semi-annually on the first day of November and May in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum or per annum on any installment of interest which shall not have been pair which due, and on one parts of the pase of time or b any part thereof after the same becomes due or payable whether its maturity shall result by lapse of time or b the exercise by the holder hereof of the option granted herein and in any note secured by this mortgage, to de clare the indebtedness hereby evidenced to be due by reason of default, according to the tenor and effect of a promissory note or notes bearing even date herewith, executed by the said part of the first part, and payable at the office, of The Mutual Benefit Life Insurance Company in Newark, "ew Jersey; and shall perform all and this mortgage, to de-

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