

# MORTGAGE RECORD 89

265

STATE OF MISSOURI  
COUNTY OF JACKSON

BE IT REMEMBERED, That on this First day of July, A. D. 1946, before me the undersigned a Notary Public in and for the County and State aforesaid, came Carl C. Johnson and Stella Johnson who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

(SEAL) Term expires October 11, 1947

M. J. Ostergaard  
Notary Public

Recorded July 2, 1946 at 9:50 A. M.

*Harold A. Beck*

Register of Deeds.

Receiving No. 28805

\*\*\*\*\* Reg. No. 5002  
Fee Paid \$7.50

THIS INDENTURE, Made this 14 day of June, in the year of Our Lord one thousand nine hundred Forty-six, between Fred Kloepper and Edna Kloepper, husband and wife in the County of Atchison and State of Kansas, of the first part and The Exchange National Bank, Atchison, Kansas, of the second part

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand and no/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 heirs and 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 South 49 feet of Lot #2 and the North 1 foot of Lot #3 all in block 2 in that part of the City of Lawrence known as South Lawrence, Douglas County, Lawrence, 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, 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 claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Three Thousand and no/100--DOLLARS according to the terms of one 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 Three Thousand and no/100--DOLLARS dated, due and payable in five years from date hereof with interest thereon from the date thereof until paid, according to the terms of said note thereto attached.

And this conveyance shall be void if such payment be made as in said note thereto attached, and as is 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 Three thousand--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 interests 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 ten 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 party 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, its successors executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted or any part, thereof, in the manner prescribed by law--appraisal hereby waived or not, at the option of the party of the second part, its successors 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 be 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 seals the day and year first above written.

Fred Kloepper  
Edna Kloepper

STATE OF KANSAS, Atchinson COUNTY, ss

BE IT REMEMBERED, That on this 14 day of June A.D. 1946 before me the undersigned a Notary Public in and for the County and State aforesaid, came Fred Kloepper and Edna Kloepper, husband and wife, to me personally known to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal on the day and year last above written.

(SEAL) My commission expires Aug. 7, 1947

Geo. L. Wolf  
Notary Public

Recorded July 5, 1946 at 2:00 P. M.

*Harold A. Beck*

Register of Deeds.

Receiving No. 28812

\*\*\*\*\* MORTGAGE  
Reg. No. 5004  
Fee Paid \$22.50

THIS INDENTURE, Made this 4th day of June 1946 between Frank S. Pinet and Ruth E. Pinet, his wife of Shawnee County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION of Topeka, Kansas, of the second part.

WITNESSETH: That said first parties in consideration of the loan of the sum of Nine Thousand and no/100 DOLLARS made to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said second party, its successors and assigns, all of the following-described real estate situated in the County of Douglas and State of Kansas, to-wit:

Lot 1 in Block 8 of Oread Addition, an addition to the City of Lawrence, except 80 feet off West end thereof and also except the following: Commencing at the Northeast corner of said Lot 1, thence West 62 1/2 feet; thence South 100 feet; thence East on the South line of said Lot 1, to the West line of Oread Avenue; thence Northeast along the West line of Oread Avenue to the place of beginning, in the City of Lawrence.

It is understood and agreed that this is a purchase money mortgage.

300000  
Received of Fred Kloepper and Edna Kloepper the sum of Three Thousand and no/100 Dollars for the purchase money of the premises described in the within mortgage. Witness my hand and seal of office this 14th day of July 1946.  
Geo. L. Wolf  
Notary Public

This release was written on the original mortgage entered this 19 day of July 1946.  
Harold A. Beck  
Register of Deeds  
Deputy