

MORTGAGE RECORD 89

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Joe Maichel

STATE OF KANSAS
OSAGE COUNTY, SS:

Be it remembered that on this 26 day of July A. D. 1946, before me, a Notary Public in and for the said County and State, came Joe Maichel, a single man to me personally known to be the same person 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.

(SEAL) My Commission expires on the 2nd day of May, 1948

Lucile Brooks Notary Public

Recorded on July 27, 1946 at 10:55 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 29124

MORTGAGE

Registration No. 508
Fees Paid \$25.00

This indenture, made this 25th day of July, 1946, between August Bieber and Clara Bieber, husband and wife, hereinafter called the party of the first part and Pearl Dee Hildebrand of Lawrence, Douglas County, Kansas hereinafter called the party of the second part:

Witnesseth, that said parties of the first part, in consideration of the sum of ten thousand dollars (\$10,000.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described real estate, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28), and the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28), less the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Quarter (1) Section, containing Seventy (70) acres, and the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28), all in Township Twelve (12), Range Nineteen (19), in Douglas County, Kansas, containing one hundred thirty-(130) acres, more or less.

To have and to hold the same, together with all and singular tenements and hereditaments thereunto belonging or in any wise appertaining, forever.

Provided, always, and these presents are upon this express condition that whereas, said party of the first part has this day executed and delivered their purchase money promissory note, in writing, to said party of the second part and this mortgage is given to secure the balance of said promissory note.

Now if said party of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above mentioned note 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 party of the second part shall be entitled to take possession of said premises.

Said parties of the first part hereby agree to procure and maintain policy of insurance on the buildings erected on the above described premises in some responsible insurance company.

In Witness Whereof said parties of the first part have hereunto set their hands the day and year first above written.

August Bieber

Party of the first part

Clara Bieber

Party of the first part

STATE OF KANSAS
SALINE COUNTY, SS:

Be it remembered, that on this 25th day of July, 1946, before me, the undersigned, a Notary Public in and for said County and State, came August Bieber and Clara Bieber, husband and 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 Dec. 21, 1949

A. E. Halsey

Notary Public

Recorded on July 29, 1946 at 2:35 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 29132

MORTGAGE

Reg. No. 5084
Fee Paid \$5.50

This Indenture, made this 22nd day of August, 1946, by and between Eugenia U. Howe and Edwin W. Howe, also known as Edwin H. Howe, her husband of Franklin County, Kansas, as mortgagors, and The Ottawa Building and Loan Association, a corporation organized and existing under the laws of Kansas with its principal office and place of business at Ottawa Kansas, as mortgagee:

Witnesseth: That said mortgagors, for and in consideration of the sum of Twenty Two Hundred and no/100 Dollars (\$2200.00), the receipt of which is hereby acknowledged, do by these presents mortgage and warranty unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot 16 in Block 7 in South Lawrence, an Addition to the City of Lawrence, Douglas County, Kansas,

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

To have and to hold the same, together with all and singular the tenement, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagors hereby covenant with said mortgagee that they are, at the delivery hereof, the lawful owners of the premises above conveyed and described, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

Provided Always, and this instrument is executed and delivered to secure the payment of the sum of Twenty two hundred and No/100 Dollars (\$2200.00), with interest thereon, together with such changes and

This release was written on the original mortgage

entered this 27 day of July 1946

Harold A. Beck
Reg. of Deeds
Bertha Seiler
Deputy

I, the undersigned, Notary Public in and for the County of Douglas, State of Kansas, do hereby certify that the foregoing instrument was duly acknowledged before me on the 25th day of July, 1946, by August Bieber and Clara Bieber, husband and 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.