

MORTGAGE RECORD 91

Receiving No. 22373

Reg. No. 4027

Fee Paid, \$7.50

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of

December A. D. 1944, at 3:20 o'clock P. M.

By Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 27th day of December, in the year of our Lord, one thousand nine hundred and Forty-Four between
Marl Nehrbass and Fredia Nehrbass, his wife

of Lawrence in the County of Douglas and State of Kansas
 parties of the first part, and Wilbur C. Pine party 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 this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part,
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North Half of the North Half of
 the Southwest Quarter of the Southwest Quarter,
 Also the North Half of the North Half of
 the Southeast Quarter of the Southwest Quarter,
 all in Section 20, Township 12, Range 20,
 Douglas County, Kansas,
 containing 20 Acres, more or less.

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 incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied
 or assessed against said real estate when the same becomes due and payable, and that they shall keep the buildings upon said real estate insured against fire and tornado in
 such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the
 extent of his interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured
 as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by
 this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

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 the certain written obligation for the payment of said sum of money, executed on the 27th day of December 1944,
 and by the terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum
 or sums of money advanced by the said party of the second part to pay for any insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by
 said parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any
 part thereof or any obligation created hereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable or if the insurance is
 not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance
 shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall
 immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the
 rents and benefits accruing therefrom; 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 incident thereto, and the surplus, if any there be, shall be paid by the party

making such sale, on demand, to the first party of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend
 and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Marl Nehrbass (SEAL)

Fredia Nehrbass (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.
 County of DOUGLAS }

BE IT REMEMBERED, That on this 27th day of December A.D. 1944, before me, a

Notary Public in the aforesaid County and State, came

Marl Nehrbass and Fredia Nehrbass, his wife

(SEAL) 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.

My commission expires on the 25th day of April, 1947.

W. A. Schaal Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register
 of Deeds to enter the discharge of this mortgage of record. Dated this 17th day of Nov. 1950.

Wilbur C. Pine

Mortgagee. Owner.

This release
 was written
 on the original
 mortgage
 entered
 this 17th day
 of November
 1950.

Harold A. Beck
 Reg. of Deeds
Deputy