

## MORTGAGE RECORD 91

Reg. No. 4683

Fee Paid, \$ 6.25

Receiving No. 22719

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

February A. D. 1945, at 10:20 o'clock A.M.

*Harold A. Beck*  
Register of Deeds.

By Deputy.

J. L. Cohlert and Mary Cohlert, his wife.

TO

The First National Bank Lawrence, Mo.

THIS INDENTURE, Made this Twenty-fourth day of February, in the year of our Lord, one thousand nine hundred and forty-five between J. L. Cohlert and Mary Cohlert, his wife, of Douglas County, Kansas and The First National Bank of Lawrence of the first part, and part Y of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Two thousand five hundred and no/100-(\$2,500.00) - - - - - DOLLARS, to then 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 Northwest one-quarter (NW<sup>1</sup>/<sub>4</sub>) of

Section 30, Township 14 South of Range 20,

less the following described tract of land:

Beginning at the Southwest corner of said Northwest Quarter Section;

thence East 80 rods;

thence North 80 rods;

thence West 80 rods;

thence South 80 rods to beginning,

containing 110 acres more or less.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.And the said part ies 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 thereon.

It is agreed between the parties hereto that the part ies 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 will 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 part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of 100 percent. And in the event that said part ies 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 part y 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 Two thousand five hundred and no/100 - - - - - DOLLARS, according to the terms of 229 certain written obligations for the payment of said sum of money, executed on the 24th day of February, 1945, and by ies terms made payable to the part y 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 part ies 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 part ies 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 thereby, 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 part y 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 part ies making such sale, on demand, to the first part ies.

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 hand and seal the day and year last above written.

J. L. Cohlert (SEAL)

Mary Cohlert (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS  
County of DOUGLAS ss.

BE IT REMEMBERED, That on this 24th day of February, A.D. 1945, before me, a

Notary Public, in the aforesaid County and State, came

J. L. Cohlert and Mary Cohlert, 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 15th day of May, 1948.

Karl H. Hoover

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 17 day of January, 1947.

*Corporate Seal**By First National Bank of Lawrence**Owner, Kansas**Robert Thomas**Cashier*

Owner.

This release was written on the 17th day of January, 1947.

*Harold A. Beck*  
Reg. of Deeds*Deputy*