

## MORTGAGE RECORD 91

Reg. No. 4104

Fee Paid, \$ 15.50

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

March A. D. 1945, at 10:45 o'clock A. M.

Harold A. Beck

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 10th day of March, in the year of our Lord, one thousand nine hundred and Forty-Five between Richard L. Clough and Myrtle Clough, his wife

of LAWRENCE in the County of Douglas and State of Kansas  
part 123 of the first part, and L. J. Yeade

part 123 of the first part, and part 123 of the second part.  
WITNESSETH, That the said part 123 of the first part, in consideration of the sum of Sixty-Two Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 123 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twelve (12) in Township Thirteen (13), South of Range Eighteen (18), East of the Sixth (6th) P.M. excepting Forty-two and three tenths (42  $\frac{3}{10}$ ) acres in the Northwest corner of said quarter section, included in the follow boundaries to wit: Beginning at the Northwest corner of the said quarter section, thence running South on the West line thereof Seven and Seventy-five one hundredths (7  $\frac{75}{100}$ ) chains to a stone, thence South 66° East Four and thirty one hundredths (4  $\frac{30}{100}$ ) chains to a stone, thence South 18 $\frac{1}{2}$ ° East three (3) chains to a stone, thence South 54° East Two and Forty Hundredths (2  $\frac{40}{100}$ ) chains to a stone, thence South 28 $\frac{1}{2}$ ° East three and Forty hundredths (3  $\frac{40}{100}$ ) chains to a stone, thence South 66° East Three and Thirty hundredths (3  $\frac{30}{100}$ ) chains to a stone, thence South 66° East One and Thirty hundredths (1  $\frac{30}{100}$ ) chains, thence South 35° East One and Forty Hundredths (1  $\frac{40}{100}$ ) chains, thence South 87° East One and eighty-nine Hundredths (1  $\frac{89}{100}$ ) chains, thence South 87° East Five and two hundredths (5  $\frac{2}{100}$ ) chains, thence East Five (5) chains, thence North Twenty (20) chains, to North line of said quarter section, thence West on said North line to the Northwest corner of said quarter section, also the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirteen (13) in Township Thirteen (13), Range Eighteen (18) East of the Sixth (6th) P.M. excepting the railroad right of way across same and containing part aggregate 278 acres of land more or less, all in Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part 123 of the first part therein, all in Douglas County, Kansas, and the said part 123 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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

It is agreed between the parties hereto that the part 123 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 123 of the second part, the loss, if any, made payable to the part 123 of the second part to the extent of his interest. And in the event that said part 123 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 123 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 Sixty-Two Hundred and no/100 DOLLARS.

according to the terms of certain written obligation for the payment of said sum of money, executed on the 10th day of March 1945, and by the terms made payable to the part 123 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 123 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 123 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 123 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 overplus, if any there be, shall be paid by the part 123 of the second part, making such sale, on demand, to the first part 123.

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 part 123 of the first part has hereunto set their hand and seals the day and year last above written.

Richard L. Clough (SEAL)

Myrtle Clough (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
County of Douglas

BE IT REMEMBERED, That on this 10th day of March A.D. 1945, before me, a Notary Public in the aforesaid County and State, came Richard L. Clough and Myrtle Clough, his wife

(SEAL)

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.

My commission expires on the 19th day of August, 1947.

Geo. D. Walter

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 12th day of May, 1957.

Witness J. Underwood

Martha B. Saltzman

Mortgagee. Owner.

See Assignment of Book 104, Page 336

This release was written on the original mortgage and entered this 15th day of May 1957

Harold A. Beck  
Reg. of Deeds  
Douglas County, Kansas