

## MORTGAGE RECORD 91

Reg. No. 4224

Fee Paid, \$ 5.00

Receiving no. 23757

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of

June A. D. 1945, at 9:50 o'clock A. M.

By Nardella Beck Register of Deeds.

Deputy.

THIS INDENTURE, Made this 19th day of June, in the year of our Lord, one thousand nine hundred and Forty-Five between George W. Sherman and Rosealma L. Sherman, his wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and C. J. Winter, a single man part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two 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:

A strip of land described as all that part of the North One-half of Section Thirty-Three; Township Thirteen South; Range Twenty East, conveyed to the Leavenworth & Galveston Railroad Company by J. E. Watson and Caroline M. Watson, his wife, by that certain deed dated January 13, 1872 and recorded in records of the Register of Deeds of said Douglas County on April 29, 1872 in Book 7 at page 64 and by Joseph T. Sibley and Laura A. Sibley, his wife, by that certain deed dated August 27, 1869 and recorded in the records of the register of deeds of said Douglas County on September 8, 1869 in Book X at Page 602, and described as follows:

Beginning at the Northeast corner of the Northwest Quarter of said Section Thirty-Three; thence West along the North line of said Northwest Quarter of Section Thirty-Three to a point that is seventy-five feet easterly of, measured at right angles to the center line of the present main track of the Atchison, Topeka and Santa Fe Railway Company; thence southeasterly along a line which lies seventy-five feet easterly of, normally distant from and parallel to said center line of the present main track to an intersection with the easterly property line of said Railway Company to the east line of said Northwest Quarter of Section Thirty-Three; thence North along said east line of the Northwest Quarter of Section Thirty-Three to the point of beginning. Containing an area of Two and Eighty-eight Hundredths (2.88) Acres of land more or less. Excepting and reserving, however, any and all oil, gas or other mineral on, in or under said land, together with the right to use so much of said land for shafts, pipe lines, tanks, road-ways, railroad tracks and other structures, wells, etc., as may be reasonably necessary and convenient in order to develop said land for oil, gas or other minerals, or to produce and save therefrom.

Also, Beginning at a point on the quarter section line 33 feet South of the Northwest corner of the Northeast Quarter of Section Thirty-Three (33); Township Thirteen (13-S); Range Twenty (20-E); thence 200 feet, thence East 162 feet; thence North 200 feet; thence West 162 feet to the point of beginning.

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 hereby covenant and agree that at the delivery hereof they are the lawful owner(s) 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 will warrant and defend the same against all parties making lawful claim thereon.

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 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 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 Two Thousand and no/100-----DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 19th day of June 1945, and by its 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 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 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 of the first part, on demand, to the first parties.

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 s the day and year last above written.

George W. Sherman (SEAL)

Rosealma L. Sherman (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.  
County of Douglas

BE IT REMEMBERED, That on this 21st day of June A.D. 1945, before me, a

Notary Public in the aforesaid County and State, came George W. Sherman and

Rosealma L. Sherman his wife.

(SEAL) to me personally known to be the same person(s) 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 25 day of January, 1946.

Geo. W. Kuhne 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 April, 1946.

Geo. W. Sherman Mortgagee. Owner.

This release was written on the original mortgage. Entered 1946 23 day of April 1946 Nardella Beck Reg. of Deeds