

MORTGAGE RECORD 91

Reg. No. 4685

Fee Paid, \$ 3.75

FROM

Edgar D. Brown Iva Brown

TO

Law Valley State Bank, Eudora, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13 day ofMarch A.D. 1946, at 1:40 o'clock P.M.

By

Deputy.

THIS INDENTURE, Made this 8th day of March, in the year of our Lord, one thousand nine hundred and forty six between Edgar D. Brown and Iva Brown, husband and wife

of Eudora in the County of Douglas and State of Kansas
part 1st of the first part, and Law Valley State Bank, Eudora, Kansas part V of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Fifteen hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VE sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part V of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots 1-2-3-4-5-16-17-18-19 and 20 in Block forty three (43), and Lots 1 to 20 both inclusive, in Block Thirty Six (36), all located in the City of Eudora, Kansas

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they were 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 therein.

It is agreed between the parties hereto that the part 1st 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 become due and payable, and that 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 V of the second part, the loss, if any, made payable to the part V of the second part to the extent of its interest. And in the event that said part V 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 V 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 Fifteen hundred and no/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 8th day of March 1946

and by its terms made payable to the part V of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum provided for the payment of the said sum of money of the second part to pay for any insurance, or discharge any taxes with interest thereon as herein provided

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 V 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 V of the second part, making such sale, on demand, to the first part 1st

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 ha VE hereunto set their hands and seal s the day and year last above written.

Edgar D. Brown (SEAL)

Iva Brown (SEAL)

(SEAL)

(SEAL)

STATE OF KansasCounty of Douglas ss.BE IT REMEMBERED, That on this 8th day of March A.D. 1946 before me, aNotary public in the aforesaid County and State, cameEdgar D. Brown and Iva Brown, husband and 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 12th day of August, 1947.K. C. Kordler

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 8 day of Sept, 1947.

Law Valley State Bank, Eudora, Kansas
21 C. Merwin. Cashier Mortgagee. Owner.

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mort
this
of 2
16
1947

This release
was written
on the original
mortgage

entered
this 9 day
of Sept
1947

Samuel A. Kiser
Reg. of Deeds
Edgar D. Brown
Deputy

(Comp Seal)