

MORTGAGE RECORD 91

Reg. No. 4896
Fee Paid, \$ 10.00

FROM

Julia M. Springer and Forrest J. Springer
TO

Rosalie Marion Smith

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

May A. D. 1946, at 9:40 o'clock A. M.

By Harold A. Beck Register of Deeds.
Deputy.THIS INDENTURE, Made this Twenty-first day of May, in the year of our Lord, one thousand nine hundred and Forty-six (1946) between Julia M. Springer and Forrest J. Springer, wife and husbandof Lawrence in the County of Douglas and State of Kansas
part ies. of the first part, and Rosalie Marion Smith part y of the second part.WITNESSETH, That the said part ies. of the first part, in consideration of the sum of Four thousand & No/100 (\$4000.00) DOLLARS, taken duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Ninety-two and five-tenths (92.5) feet of the following described tract

Beginning at a point 20 rods East and 40 rods North of the Southwest corner of the Southeast Quarter ($\frac{1}{4}$), Section Six (6), Township Thirteen (13), Range Twenty (20); thence East 18 rods; thence North 217.5 feet; thence West 18 rods; thence South 217.5 feet to the place of beginning.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 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 thereto.

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 her interest. 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 FOUR THOUSAND & NO/100 DOLLARS, according to the terms of ODD certain written obligation for the payment of said sum of money, executed on the 21st day of May, 1946, and by its 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 y of the second part to pay for any insurance, or to discharge any taxes with interest thereon 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 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 part ies. of the first part have hereunto set their hand and seal on the day and year last above written.

Julia M. Springer (SEAL)

Forrest J. Springer (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.
County of DOUGLASBE IT REMEMBERED, That on this 21st day of May, A.D. 1946 before me, aFrank E. Banks in the aforesaid County and State, came(SEAL) Julia M. Springer and Forrest J. Springer wife and husband

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 11 day of December, 1946Frank E. Banks 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 25 day of July, 1947Rosalie Marion Smith Mortgagee. Owner.This release
was written
on the original
mortgage
entered
this 25 day
of July
1947Harold A. Beck
Reg. of Deeds
Barbara Walker
Deputy