

Receiving No. 29039

MORTGAGE RECORD 91

Reg. No. 5051
Fee Paid, \$ 17.50

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

July A.D. 19 46, at 10:40 o'clock A.M.

TO

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 15th day of July, in the year of our Lord, one thousand nine hundred and Forty six between Oscar C. Broers and Fredericka C. Broers, his wife, for the period of their joint lives, with the remainder to the survivor of them of Eudora in the County of Douglas and State of Kansas part 125 of the first part, and New Valley State Bank, Eudora Kansas part V of the second part.

WITNESSETH, That the said part 125 of the first part, in consideration of the sum of Seven 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 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:

The North Half (N- $\frac{1}{2}$) of the Northwest Quarter (NW- $\frac{1}{4}$) of Section Three (3) and beginning at the Northwest Corner of the Northeast Quarter of Section Three (3), thence South Two Thousand One Hundred Eighty-six (2186) feet to a stone, thence East Two Hundred Fifty feet (250) to the center of Captain's Creek, thence down the center of said Creek to a point where it crosses the North line of said North-east Quarter (NE- $\frac{1}{4}$) of Section Three (3), thence West One Thousand Three Hundred Twenty (1320) feet to the place of beginning, all in Township Thirteen (13), South of Range Twenty one (21), also all that part of the North-east Quarter (NE- $\frac{1}{4}$) of Section Three (3), Township Thirteen (13), Range Twenty-One (21), described as follows: Beginning at the North-east corner of said Section Three (3), running thence West to the middle of Captain's Creek, thence up the middle of said Creek with its meanderings to a point Thirty (30) rods North of the south line of said North-east Quarter (NE- $\frac{1}{4}$), thence East to the East line of said Section Three (3), and thence North One Hundred Thirty (130) rods more or less to the place of beginning; Containing 82 $\frac{1}{2}$ acres and containing in all Two Hundred Ten (210) acres more or less all in Douglas Co.

with the appurtenances and all the estate, title and interest of the said part 125 of the first part therein.

And the said part 125 of the first part do hereby covenant and agree that at the delivery hereof they 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 will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 125 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 they 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 125 interest. And in the event that said part 125 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 Seven thousand and no/100 DOLLARS, July 19 46.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 15th day of July 19 46, and by 125 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 or sums of money advanced by the said part V 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 this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

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.

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 125 of the first part have hereunto set their hand and seal the day and year last above written.

Oscar C. Broers (SEAL)

Fredericka C. Broers (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

County of Douglas

BE IT REMEMBERED, That on this 15th day of July A.D. 19 46 before me, a

Notary Public in the aforesaid County and State, came

(SEAL) Oscar C. Broers and Fredericka C. Broers

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 12th day of August 19 47

W. C. Morcier
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 29th day of March 19 48

(Conf. Seal)

New Valley State Bank, Eudora, Kansas
W. C. Morcier, Cashier

Mortgagee. Owner.

This release was written on the original mortgage entered this 29th day of March 19 48
Harold A. Beck
Reg. of Deeds