

Receiving No. 29856

MORTGAGE RECORD 91

Reg. No. 5091

Fee Paid, \$25.00

FROM

Sadie K. Roberts et al

TO

Kaw Valley State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16th day of

September A. D. 1946, at 4:55 o'clock P.M.

Hansel A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 1st day of August, in the year of our Lord, one thousand nine hundred and forty six, between Sadie K. Roberts, a widow; Taylor B. Roberts Jr a single man; and Bertrand Joseph Roberts and Elizabeth S. Roberts, his wife,

of the County of Douglas and State of Kansas
parties of the first part, and Kaw Valley State Bank, Eudora, Kansas

part V of the second part.

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

Tract No. 1: The Northeast Quarter of Section Thirty-four (34), Township Twelve (12) South, Range Twenty-one (21) East, less right-of-way of the Atchison, Topeka and Santa Fe Railway Company; containing 157.303 acres; Tract No. 2: That part of the Southeast Quarter of Section Thirty-four (34), Township Twelve (12) South, Range Twenty-one (21) East, lying North of the right-of-way of the Atchison, Topeka and Santa Fe Railway, less one acre school lot and one acre to railroad; containing 6.140 acres; Tract No. 3: The East 41.066 acres of that part of the Southwest Quarter of Section Thirty-four, Township Twelve (12) South, Range Twenty-one (21) East, lying North of the right-of-way of the Atchison, Topeka and Santa Fe Railway Company; and Tract No. 4: A tract of land described as: Beginning at a point 925.49 feet of the Southeast corner of the Southwest Quarter of Section Thirty-four (34), Township Twelve (12) South, Range Twenty-one (21) East, thence North to the right-of-way of the Atchison, Topeka and Santa Fe Railway Co; thence in a Northeasterly direction along such right-of-way to the east line of said Southwest Quarter; thence South to the South line of said Southwest Quarter; thence West to the point of beginning, containing 32.1825 acres.

This mortgage is given solely for the purpose of correcting a previously recorded mortgage dated Aug. 1st, 1946, recorded in Book 91 of mortgages on page 389, Douglas County, Kansas.

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 do hereby covenant and agree that at the delivery hereof they the lawful owner 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 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 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 its 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 Ten thousand and no/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of August, 1946, and by the parties of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure the sum of money advanced by the said parties 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 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 parties 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 parties of the first 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 parties of the first part have hereunto set their hand and seal the day and year last above written.

This mortgage is to secure one note for \$6500.00 to Kaw Valley State Bank, and one for \$3500.00 to Gideon Neis. Address, Eudora, Kansas

Sadie K. Roberts (SEAL)
Taylor B. Roberts, Jr (SEAL)
Bertrand Joseph Roberts (SEAL)
Elizabeth S. Roberts (SEAL)

STATE OF Arkansas
County of Pulaski

BE IT REMEMBERED, That on this 12 day of Sept. A.D. 1946, before me, a Notary Public in the aforesaid County and State, came Sadie K. Roberts and Taylor B. Roberts, Jr., Bertrand Joseph Roberts and Elizabeth S. Roberts

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.

(SEAL)

My commission expires on the 10th day of Dec, 1949

C. H. King
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 1st day of August, 1946

(Corp. Seal)

Kaw Valley State Bank, Eudora, Kansas
W.C. Mercer, Eudora, Mo.

Mortgagee.

Owner.

This release was written on the original mortgage and this is a true and correct copy of the same.

Hansel A. Beck
Reg. of Deeds
Deputy