

34768 Book 94

MORTGAGE

(No. 318)

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This Indenture, made this 1st day of March, in the year of our Lord, one thousand nine hundred and forty eight, between Floyd Broers and Viola E. Broers, his wife

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

Witnesseth, that the said parties of the first part in consideration of the sum of Five thousand and no 100

to them duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 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 of the North West Quarter of Section Three (3), beginning at the Northwest corner of the Northwest Quarter of Section Three (3), thence South 186 feet to a stone, thence East to the center of Captains Creek, thence down the center of said Creek to point where it crosses the North line of said North East Quarter of Section Three (3), thence West 1320 feet to the place of beginning, all in Township Thirteen (13), South of Range Twenty One (21), East of the 6th P.M. containing 127 1/2 acres, more or less, in Douglas County, Kans.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof, the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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 parties of the first part shall at all times during the life of this indenture, pay all taxes or assessment 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of the interest. And in the event that said part 1st 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 parties 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 Five thousand and no 100

DOLLARS, according to the terms of 318 certain written obligation for the payment of said sum of money, executed on the 1st day of March 1948, and by its terms made payable to the parties 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 1st of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments 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 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 1st 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 to the parties of the second part.

It is agreed by the parties hereto that the terms and provision 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 1st of the first part has hereunto set hand and seal this 1st day and year last above written.

Floyd Broers (SEAL)
Viola E. Broers (SEAL)

STATE OF Kansas }
COUNTY OF Douglas }



Be It Remembered, That on this 4th day of March A.D. 1948 before me, Notary Public in the aforesaid County and State, came Floyd Broers & Viola E. 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.

W. C. Mercier
Notary Public

My Commission Expires on the 12 day of August 1951

Filed March 3, 1948 at 3:50 P.M. RELEASE
I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured hereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record.
Dated this 27th day of July 1955
Kaw Valley State Bank, Eudora, Kansas.
(Corp. Seal) W. C. Mercier, Exec. Vice Pres. Mortgagee, Owner.