

All that portion of Lot Four (4) in Section Thirty three (33) Township Twelve (12) Range Twenty (20) lying directly east of said Lot 1 in Section 32, less that part of said Lot Four (4) donated to William Schaake in Deed Book 60, Page 545 and otherwise described as that part of the Southwest fractional quarter of the Northwest quarter of Section 33, Township 12, Range 20, including that part known as the Island in Kansas River

Commencing at the Northeast corner of the Southeast Quarter, Section 32, Township 12, Range 20, thence South on section line 4 chains 12 1/2 links, thence north 75 1/2 degrees, West 4 chains, 77 links; thence North 2 chains and 90 links; thence East 4 chains, 60 links to the place of beginning, containing one and sixty one hundredths (1.61) acres more or less.

It being the intention of this mortgage to convey and this mortgage does convey all the real estate owned and in my possession and including all real estate purchased from the Heirs and all the land added thereto by changes in the current of the Kansas River, situated in Sections 32-33, Township 12, Range 20 in Douglas County, Kansas to secure payment of note for said sum.

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 are the lawful owner of the premises above granted, and seised 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 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 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 1st of the second part, the loss, if any, made payable to the part 1st of the second part to the extent of 10% 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 or so keep said premises insured as herein provided, then the part 1st 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

Sixteen Hundred and No/100 (\$1600.00) DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 1st day of

April 1912, and by its terms made payable to the part 1st 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 there 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 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 part 1st of the second part, making such sale, as demanded, to 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 part 1st of the first part has hereunto set their hand and seal this day and year last above written.

J. H. Saunders (SEAL)
Yvonne Saunders (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

} ss.

Be It Remembered, That on this 1st day of April A. D. 1912 before me, a Notary Public in the aforesaid County and State, came J. H. Saunders and Yvonne Saunders, his wife

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.

Harry Jean Just
Notary Public

My Commission Expires November 21, 1911



Recorded on April 16, 1912 at 11:00 A. M.

Harold A. Beck Register of Deeds

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 7 day of January, 1915.

Harold A. Beck
Mace Wilson

Dexter A. Schaak
Mortgagee. Owner.