

MORTGAGE RECORD 66

279

27th day of
4:20 P.M.
Lillian R. Leis
Register of Deeds
Deputy.

our Lord, one thousand nine

of the second part.

duly paid, the receipt of

to-wit:

containing 40 acres in

curities Co.-first

to the extent of its

insured as herein provided, then the

indemnity, and shall bear interest at

DOLLARS.

February 1924.

ation and also to secure any sum or

to the legal holder hereof.

of the said premises and all the

ing therefrom shall extend and have

I seal. the day and year

(SEAL)

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(SEAL)

A. D. 1924, before me, a

acknowledged the execution of

on the day and year last

Notary Public.

nd authorize the Register of

Deeds to enter the discharge of this mortgage of record. Dated this 18th day of May 1925

C. S. Jones, Mortgage Owner.

FROM

Lillian R. Leis.

TO

C. S. Jones.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28th day of

Feb. A. D. 1924, At 4:40 P. M.

By *Isa C. Wellman* Register of Deeds.By *Joel Wellman* Deputy.

THIS INDENTURE, Made this 22nd day of February, in the year of our Lord, one thousand nine hundred and twenty-four (1924) between Lillian R. Leis, a widow

of Lawrence in the County of Douglas and State of Kansas

part of the first part, and C. S. Jones part of the second part.

WITNESSETH, that the said part of the first part, in consideration of the sum of

Thirty-two hundred forty and 21/100 (\$3240.21) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es 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:

Lot no. three (3) the east eight (8) feet of lot no. four (4) five (5) and six (6) and all of lots no. one (1) and two (2) less that part of said lots embraced within the following tract Beginning sixteen (16) feet east of the north west corner of said lot no. one (1) thence east one hundred twenty eight (128) feet thence south fifty (50) feet thence west one hundred twenty eight (128) feet thence north fifty (50) feet to place of beginning; all in block fifteen (15) Lanes second (2nd) addition to the city of Lawrence. Also lot no. one (1) the north 1/2 of lot no. two (2) the east eight (8) feet of lot no. twelve (12) and the east eight (8) feet of the north half (1/2) of lot no. eleven (11) all in Block two (2) Oread Addition; and addition to the city of Lawrence.

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

And the said part of the first part do es hereby covenant and agree that at the delivery hereof she 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,

she the

and the same will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 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 she 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 of the second part, the loss, if any, made payable to the part of the second part to the extent of her interest. And in the event that said part 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 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

Thirty-two hundred forty and 21/100 (\$3240.21) DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 22nd day of February 1924.

and by its terms made payable to the part 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 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 of the first part shall fail to pay the same 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 same 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 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 making such sale, on demand, 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 of the first part has hereunto set her hand and seal the day and year last above written.

Lillian R. Leis.

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This Release

was written

in the original

Mortgage

and entered

his day

of May

1925.

Joel Wellman

Reg. of Deeds.

Deputy