

MORTGAGE RECORD 66

STATE OF KANSAS, DOUGLAS COUNTY, ss.

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 3rd day of
 June A. D. 1924 At 1:50 P. M.
 By *Joe McElman* Register of Deeds.
Joe McElman Deputy.

George S. Eastman et ux.
 TO
 C. H. Tucker

THIS INDENTURE, Made this 24th day of May, in the year of our Lord, one thousand nine hundred and twenty four, between George S. Eastman and Alice Eastman, his wife,

of Lawrence in the County of Douglas and State of Kansas
 part 1st of the first part, and
 C. H. Tucker part 2nd of the second part.

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of
 One Thousand DOLLARS, to
 which is hereby acknowledged, has been sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part,
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 202 feet East of the West line and 1132 feet South of the North West corner of the North East Quarter of Section six (6) Township thirteen (13) Range Twenty (20) thence East 45 feet thence North 118 feet more or less to the South line of a certain roadway described in Book 109 Page 373 of the records of Douglas County, Kansas, thence West along the South line of said roadway 45 feet thence South 118 feet more or less to the place of beginning with all the appurtenances and all the estate title and interest of the said parties of the first part therein.

with the appurtenances and all the estate, title and interest of the said part 2nd 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 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 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 become 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 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of his 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 part 2nd 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

One Thousand DOLLARS,
 according to the terms of certain written obligation for the payment of said sum of money, executed on the 24 day of May 1924
 and by its terms made payable to the part 2nd 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 2nd 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 mortgage 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 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 2nd 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 money 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 first 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, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year last above written.

George S. Eastman (SEAL)

Alice Eastman (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
 COUNTY OF Douglas }

BE IT REMEMBERED, That on this 3rd day of June A. D. 1924, before me, a Notary Public in the aforesaid County and State, came,

L. S. George Eastman and Alice Eastman, his wife, 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 10 day of April 1927 A. F. Flinn 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 21st day of September 1923

Josephine Rutherford Mortgagee. Owner.

This Release was written on the original Mortgage.

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