

## MORTGAGE RECORD 66

547

5th day of  
A. M.  
Register of Deeds.  
Deputy.

ord, one thousand nine

of the second part.

ly paid, the receipt of

of the second part,

t:

above granted, and seized of

may be levied or assessed

to in such sum and by such

extent of their

as herein provided, then the

and, shall bear interest at

DOLLARS,

19-25-

also to secure any sum or

event that said part y

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 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, the option of the

holder hereof, without notice, and it shall be lawful for the said part y of the second part is 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

overplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part y

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 y of the first part has hereunto set her hand and seal the day and year

last above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

the day and year

19.25, before me, a

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

Notary Public.

FROM

Kittie Brockett

TO

Elva Hann

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5th day of

March A. D. 1925, at 11:10 A. M.

By

Isa E. Wellman

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 24th day of February, in the year of our Lord, one thousand nine hundred and twenty-five between

Kittie Brockett, a widow

of Lawrence in the County of Douglas and State of Kansas

part y of the first part, and Elva Hann

WITNESSETH, that the said part y of the first part, in consideration of the sum of Six Hundred

which is hereby acknowledged, he s sold, and by this indenture do es Grant, Bargain, Sell and Mortgage to the said part y of the second part,

the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot number One Hundred and Four (104) on Rhode Island  
Street in the City of Lawrence, Kansas.

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

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

a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. Except a mortgage of Two Thousand Dollars

payable to the Merchants Loan & Savings Bank

and that they will warrant and defend the same against all parties making lawful claim thereof.

It is agreed between the parties hereto that the part y 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 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of his

interest. And in the event that said part y 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 y 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

Six Hundred

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 24th day of February 19-25-

and by its terms made payable to the part y 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 y 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 y

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 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, the option of the

holder hereof, without notice, and it shall be lawful for the said part y of the second part is 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

overplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part y

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 y of the first part has hereunto set her hand and seal the day and year

last above written.

Kittie Brockett

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 24th day of February A. D. 1925, before me, a

Notary Public in the aforesaid County and State, came

Kittie Brockett, a widow

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of

the same.

L. S.

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 27th day of Jan 19-27 F. C. Whipple 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 13th day of October 1926

Witzgess  
F. C. Whipple

Elva Hann

Mortgage Owner.

Reg. Fee

No. 61. Paid

This Release

was filed

in original

Mortgage

entered

this 15th day

of Oct

1926

Isa E. Wellman

Reg. of Deeds.

Reg. Fee

No. 60

Paid

honorize the Register of

Bank

Mortgagee. Owner.