

# MORTGAGE RECORD 66

589

13 day of  
0:00 A. M.  
linan  
Register of Deeds.  
Deputy.

ur Lord, one thousand nine  
ris, his wife  
nsas  
Y. of the second part.  
duly paid, the receipt of  
Y. of the second part,  
to-wit:

above granted, and seized of  
ts that may be levied or assessed  
tornado in such sum and by such  
to the extent of hor  
ured as herein provided, then the  
enture, and shall bear interest at  
DOLLARS,  
ch 19 25  
en and also to secure any sum or  
in the event that said part Y.  
ch payments or any part thereof  
not kept up, as provided herein,  
ite and the whole sum remaining  
and payable at the option of the  
of the said premises and all the  
by granted, or any part thereof,  
charge incident thereto, and the  
therefrom shall extend and inure  
seal S. the day and year  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

D. 19 25, before me, a  
Daniel D. Harris  
acknowledged the execution of  
on the day and year last  
Notary Public.  
I authorize the Register of  
Mortgage. Owner.

FROM  
Charles C. Coleman Sr. et ux  
TO  
C. H. Tucker  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 13 day of  
April A. D. 1925, At 2:30 P. M.  
Lea E. Willman  
Register of Deeds.  
Deputy.

Reg. Fee  
No. 303  
1.50

THIS INDENTURE, Made this 14th day of March in the year of our Lord, one thousand nine hundred and twenty five between Charles C. Coleman, Sr. and Abigail Coleman, his wife

of Lawrence In the County of Douglas and State of Kansas  
part 1es of the first part, and C. H. Tucker

WITNESSETH, that the said part 1es of the first part, in consideration of the sum of Six Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do 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:

The North twenty-two and one-half (22½) feet of the  
north forty-five (45) feet of Lot fifty-three (53) on  
Vermont Street in the City of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1es of the first part therein.  
And the said part 1es of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner S. 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 1es 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 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 1es 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 repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six Hundred DOLLARS, according to the terms of A certain written obligation for the payment of said sum of money, executed on the 14th day of March 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 1es 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 at the option of the holder hereof, without notice, and it shall be lawful for the said part Y 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 Y of the second part making such sale, on demand, to the first part 1es.

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 1es of the first part have hereunto set their hand S. and seal S. the day and year last above written.

Charles C. Coleman Sr. (SEAL)  
Abigail Coleman (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas } ss.  
COUNTY OF Douglas } BE IT REMEMBERED, That on this 13 day of April A. D. 19 25, before me, a Notary Public in the aforesaid County and State, came Charles C. Coleman, Sr. and Abigail Coleman

L. S.

My Commission Expires on the 21 day of May 19 27 E. F. Huddleston 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 23 day of January 19 27

Witness  
Frank W. Holliday

C. H. Tucker Mortgage. Owner.

This Release was written on the original mortgage and filed on the day of January 19 27  
E. F. Huddleston  
Reg. of Deeds.