

MORTGAGE RECORD 69

SANTA RITA STATIONERY CO KANSAS CITY MO 64101

FROM
 Louisa C. Don Carlos et al.
 TO
 Peoples St. E.
 STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 6 day of July A.D. 1925 at 11:00 A.M.
 By *Ips E. Millman* Register of Deeds.
 Deputy.

Reg. No. 687
 Fee Paid 1.00
 THIS INDENTURE, Made this 19th day of June, in the year of our Lord, one thousand nine hundred and twenty five

between
 Louisa C. Don Carlos and E.H. Don Carlos, her husband
 of Lawrence in the County of Douglas and State of Kansas
 parties of the first part, and Peoples State Bank, Lawrence, Kansas. part y of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Four Hundred and Fifty 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, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

All Of Lot A. in Thatcher Place
 an addition to the City of Lawrence, except
 the south sixty seven and one half (67½) feet thereof.

The following acknowledgment is attached to original instrument:
 State of Kansas) ss.
 County of Douglas)

Be it Remembered, That on this 19th day of June A.D. 1925 before me, a Notary Public in the aforesaid County and State, came Louisa C. Don Carlos, wife of H.E. Don Carlos 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.

L.S.
 My Commission expires on the 10th day of April, 1929. S.A. Wood.
 Notary Public.

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and inalienable 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 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 becomes due and payable, and that they 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 less, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said parties 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 said part y of the second part shall be entitled to recover the payment of the sum of

Four Hundred and fifty

DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 19th day of June 1925 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 good repair as they are now, or if water is permitted 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 to the part y of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereby 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 parties of the first part have hereunto set their hand and seal on the day and year last above written.

Louisa C. Don Carlos (SEAL)

H.E. Don Carlos (SEAL)

(SEAL)

(SEAL)

STATE OF California
 COUNTY OF Los Angeles) ss.

BE IT REMEMBERED, That on this 29th day of June A.D. 1925, before me, a

Notary Public in the aforesaid County and State, came

H.E. Don Carlos, husband of Louisa C. Don Carlos

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.

L.S. My Commission Expires on the 21st day of February 1926 Aura Lea Griffith.
 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 25th day of August 1925.

Epp. Del.

August 25, 1925
 Mortgagee. Owner.

This Release was written on the original Mortgage.

Notary Public
 Reg. of Deeds