

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64101

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of July A. D., 1925, at 4:30: P.M.

By _____ Deputy _____

Chas E. Decker and Edna M. Decker, his wife

The Lawrence National Bank, Lawrence, Kansas

WITNESSETH, that the said part ies of the first part, in consideration of the sum of Five Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he 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:

Tennessee Street, Lawrence, Douglas

County, Kansas.

with the appurtenances and all the estate, title and interest of the said part. ~~108~~ of the first part therein.

And the said party 108 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 8 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 100% of the first part shall 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 each sum and by such insurance as may 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 in the extent of its 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 be due to the indenture, secured by this indenture, and shall bear interest at the rate of 5% from the date of payment until fully repaid.

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

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

Five Thousand and no/100 DOLLARS,
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 16th day of May 19 25.

According to the terms of one certain written obligation for the payment of said sum of money, executed on the 10th day of May 19 20, and by Y 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 108 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 the 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 conditions herein set forth as to good repair are not 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 **✓** of the second part to take possession of the said premises and all the

holder hereof, without notice, and it shall be lawful for the said party **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 said party **y** making such sale, on demand, to the first party **les**.

It is covenanted 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 the right, interest, heirs, executors, administrators, assigns and assigns of the said first and second parties and their respective heirs, heirs, and assigns.

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

Chas. E. Decker (SEAL)

Edna M. Decker (SEAL)

STATE OF **Kansas**
COUNTY OF **Douglas**

BE IT REMEMBERED, That on this 16 day of May A. D. 19 25, before me, a
Notary Public in the aforesaid County and State, came

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

My Commission Expires on the 25 day of January 19 26 Geo. W. Kuhne 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 24 day of Feb. 1930.

Comp Seal

Laurence National Bank, Lawrence, Kansas
Mortgagee

Geo. W. Kühne Cash

This Release
was written
on the original
Mortgage
entered
this 24th day
of Feb.
1930
E. A. Armstrong
Rec. of Deeds

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