

SAUL DODSWORTH STATIONERY CO KANSAS CITY MO 64101

FROM

Charles B. Pettibone et al

TO

Josephine Rutherford.

STATE OF KANSAS, DOUGLAS COUNTY, SS.

STATE OF KANSAS, DOUGLASS COUNTY

This instrument was filed for record on the 6 day of

A. D. 1925, at : 11:05 A. M.

Aug. *Lea E. Wellman*
Register of Deeds.

By _____ Deputy.

Reg. No. 976
Fee Paid 3.75

THIS INDENTURE, Made this 16th day of July, in the year of our Lord, one thousand nine hundred and twenty five between : nat. Battihone his wife.

of **Lawrence** in the County of **Douglas** and State of **Kansas**,
part **ies** of the first part, and **Josephine Rutherford**, part **y** of the second part.

WITNESSETH, that the said part ies of the first part, in consideration of the sum of DOLLARS, to them duly paid, the receipt of Fifteen hundred of the said part y of the second part, which is hereby acknowledged, ha ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Douglas and State of Kansas, to-wit: to following described real estate situated and being in the County of _____

Lot no. one hundred thirty (130) Rhode Island Street,
City of Lawrence.

My Ellen Simmons, Clerk of the District Court, Douglas County Kan., do hereby certify that a judgment of \$7,000 of the mortgage of the premises above described was rendered in the District Court at St. Edward Sept. 1907 and was duly recorded in Journal MM at page 373 on the 11th day of Nov. 1907.

Mary Ellen Simmons
Clerk of District Court

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

And the said part 108 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 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.

and that they will warrant and defend the same first all parties making lawful claim therein.

It is agreed between the parties hereto that the party 168 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 party y of the second part, the loss, if any, made payable to the party y of the second part to the extent of her

interest. And in the event that said party 168 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 party y of the second part may pay said taxes and insurance, or either, and the amount so paid shall serve as a part of the indebtedness, secured by this Indenture, and shall bear interest at

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

Fifteen Hundred

DOLLARS,
19 25

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 19th day of July 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 of
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

of the first part shall fail to pay the same as provided in this indenture.

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 herein fully discharged. If default be made in such payments or any part thereof, or any obligation created, hereby, 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 on said bond is not kept up as provided herein, or if the buildings on said real estate are destroyed, or any part thereof, as aforesaid, then this conveyance shall become absolute and the whole sum remaining unpaid shall become due and payable at the option of the holder of the bonds, and the obligation hereby created for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder of the bonds.

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 therein 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

IN WITNESS WHEREOF, the part ies of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

Charles B. Pettibone (SEAL)

Etta Pettibone (SEAL)

(SEAL)

... (SEAL

STATE OF Kansas
COUNTY OF Douglas.

BE IT REMEMBERED, That on this sixth day of August A. D. 19 25, before me,
Notary Public in the aforesaid County and State, came Charles B. Pettibone and
Etta Pettibone his wife.

to me personally known to be the same person **B** 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

My Commission Expires on the 10 day of April 19 27 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 _____ day of _____, 19____.

Mortgagee. Owner.