

FROM

Helen Crocker and hus

TO

C. H. Tucker

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16th day of

October A. D. 1925 at 1:50 P. M.

J. E. Hillman Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this fifteenth day of October, in the year of our Lord, one thousand nine hundred and twenty-five between Helen Crocker, and E. F. Crocker, her husband

of Lawrence in the County of Douglas and State of Kansas
part ies of the first part and C. H. Tucker part- of the second part.

WITNESSETH that the said part ies of the first part, in consideration of the sum of Two Hundred 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:

Commencing at a point thirty-one and one-half (31½) rods west of a point forty (40) rods south of the north east corner of the north east quarter of Section one (1), Township thirteen (13), Range nineteen (19), thence running due south about one hundred seventy-five (175) feet to the right-of-way of the Lawrence Electric Street Railway Company, thence northwesterly with the line of said right-of-way to its intersection with what is known as the Glead Road; thence easterly with the South line of said road to the point of beginning.

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seised 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 therein.

It is agreed between the parties hereto that the part ies 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 they will up 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 ies of the second part, the les, if any, made payable to the part ies of the second part to the extent of the interest. And in the event that said part ies 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 ies 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 INDENTURE is intended as a mortgage to secure the payment of the sum of Two Hundred Fifty DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 15th day of October 1925, and by the terms made payable to the part ies 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 ies 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 ies 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 ies 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 rent 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, shall be paid by the part ies making such sale, on demand, to the first part ies.

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 ies of the first part have hereunto set their hand and seal on the day and year last above written.

Helen Crocker (SEAL)

E. F. Crocker (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF DouglasBE IT REMEMBERED, That on this 16th day of October A. D. 1925, before me, a Notary Public in the aforesaid County and State, came Helen Crocker and E. F. Crocker, her husband

L. S.

to me personally known to be the same person as 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.

My Commission Expires on the 10th day of April 1927 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 16 day of November 1925.

Julius Marks Mortgage Owner.