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SAML DODSWORTH STATIONERY CO KANSAS CITY MO [illegible]

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
C.L. Gallagher et al.	This instrument was filed for record on the 13 day of
TO	Jan. A.D., 1926, at 3:30 P. M. —
Lee Horney	Lea E Wellman Register of Deeds.
	By Deputy.

THIS INDENTURE, Made this 12th day of January, in the year of our Lord, one thousand nine
hundred and twenty six between
C.L. Gallagher and Opal Gallagher his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Lee Horney party of the second part.

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

Lots number twenty three (23) and twenty four (24) in Home Place an
addition to the city of Lawrence, Douglas County, Kansas.

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 owner of the premises above granted, and seized of a
good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a loan to Lawrence Building and Loan assoc-
iation for $1600.00
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 parties 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 of the second part, the loss, if any, made payable to the party of the second part to the extent of their
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 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
Four Hundred DOLLARS,
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 12th day of January, 19 26
and by its terms made payable to the party 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 party 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 parties
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 party 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
overplus, if any there be, shall be paid by the party 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 ha ve hereunto set their hand s and seal s the day and year
last above written.

C.L. Gallagher ....(SEAL)

Opal Gallagher ....(SEAL)

....(SEAL)

....(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 12th day of January A. D. 19 26, before me, a
Notary Public in the aforesaid County and State, came
C.L. Gallagher and Opal Gallagher his wife
to me personally known to be the same person s 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 13th day of November 19 27 J.E. Brasfield Notary Public.

LS

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 19th day of January 19 29.

Lee Horney
Mortgagee. Owner.

This Release
was written
on the original
Mortgage
entered
this 9 day
of Feb
1929
Elsie E Armstrong
Reg. of Deeds
Ellen Shyard
Deputy