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BAML DODSWORTH STATIONERY CO KANSAS CITY MO 64101

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of

Feb. 1 A. D. 1926, at 4:20 P. M

By \_\_\_\_\_ Deputy

THIS INDENTURE, Made this 1st day of February, in the year of our Lord, one thousand nine hundred and twenty six

S.T. Dickenson, a single man

of Lawrence in the County of Douglas and State of Kansas  
part y of the first part, and C.H. Tucker

WITNESSETH, that the said part Y of the first part, in consideration of the sum of \_\_\_\_\_ part Y of the second part.

Four hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has been 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:

Lot no one hundred & seven (107) on Connecticut street, City of Lawrence.

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

And the said part Y of the first part do ES hereby covenant and agree that at the delivery hereof he is 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.

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        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 he **will** keep the buildings upon said real estate insured against fire and tornado and burglar and by such insurance company as shall be specified and directed by the part        of the second part, the loss, if any, made payable to the part        of the second part to the extent of        his interest. And in the event that said part        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        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        per cent. from the date of such payment until the same shall be paid.

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

Four hundred

according to the terms of 8 certain written obligation for the payment of said sum of money, executed on the 1st day of February, 1926

According to the terms of \_\_\_\_\_ a certain written obligation \_\_\_\_\_ for the payment of said sum of money, executed on the 1st day of February, 1926,

and by I + S \_\_\_\_\_ terms made payable to the \_\_\_\_\_

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 aforesaid, herein.

and 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 instrument is given, shall immediately mature and become due and payable.

holder hereof, without notice, and it shall be lawful for the holder hereof to cause the same to be paid 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

overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part Y.

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 \_\_\_\_\_ of the first part has \_\_\_\_\_ hereunto set \_\_\_\_\_ his \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ the \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ 19\_\_\_\_.

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

last above written.

S.T. Dickenson (SEAL)

STATE OF Kansas )  
COUNTY OF Douglas ) ss.

BE IT REMEMBERED, That on this 2 day of Feby. A. D. 19 26, before me, a Notary in the aforesaid County and State, came S. F. Dickenson

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

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 18 day of April 19 29 Dick Williams

**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 1st day of February 1932.

Josephine Rutherford. Mortgagee. Owner

See Appendix 75 Pg. 339