

## 257

SAML DODGORTH STATIONERY CO KANSAS CITY MO 64108

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27th day of Feb. A. D. 1926 at 4:05 p.

Feb. 6, 1926, at 4:05 P. M.

By \_\_\_\_\_ Deputy. Rec. No. 1504

THIS INDENTURE, Made this 28th day of February, in the year of our Lord, one thousand nine hundred and twenty-six between E. H. Jost and Fay Jost, his wife.

of Lawrence, in the County of Douglas and State of Kansas  
part ~~ies~~ of the first part, and  
D. Coen Byrn.

WITNESSETH, that the said part ies of the first part, in consideration of the sum of \_\_\_\_\_ part \_\_\_\_\_ of the second part, Two Thousand and no/100 ----- DOLLARS, to -- \_\_\_\_\_ duly paid, the receipt of which is hereby acknowledged, ha ve 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:

The North Forty-seven and one-half (47 $\frac{1}{2}$ ) feet of Lot Number Forty-nine (49) on Louisiana Street in the City of Lawrence,-----

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

And the said part 165 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.

and that they will warrant and defend the same against all parties making lawful claim thereto.

and that they warrant and defend the same against all persons making lawful claim thereto.

It is agreed between the parties that the part ies of the first part shall pay to the second part all sums due and payable 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 the second part, they the holdings upon said real estate insured against fire and tornado in such 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 to the extent of his interest.

And in the event that said part ies of the first part shall fail to pay such sums 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 a debt of the indenture, secured by this indenture, and said less interest at the rate of 10% from the date of payment of the same.

---Two Thousand and no/100 ---

---Two Thousand and no/100 ---  
 according to the terms of one certain written obligation for the payment of said sum of money, executed on the 26th day of February 19 26 DOLLARS  
 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.

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

And this conveyance shall be void if such

or any obligation created thereby, or interest therein, 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 void and the value then 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 of the

I hereby direct, without notice, and it shall be lawful for the said party V 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 hereinafter referred to, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the same until payment of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the party V, making such sum, on demand, to the first party ios.

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 unto, and be obligatory upon the heirs, executors, administrators, assigns, devisees, legatees, personal representatives, successors and assigns of the parties hereto.

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

E. H. Jost (SEAL)

Fay Jost (SEAL)






























FORM NO. 104-101 (REV. 12-10-79) (SEAL)

STATE OF Kansas  
COUNTY OF Douglas } ss

BE IT REMEMBERED, That on this 26th day of February A. D. 19 26, before me, a

**John H. Tucker** in the aforesaid County and State, came

E. H. Jost and Fay Jost, his wife,

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

My Commission Expires on the 9 day of Sept. 19 29 John H. Tucker  
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 3rd day of June, 1953.

Mortgagee. Owner.

This Release  
was written  
in the original  
mortgage &  
entered  
this 3<sup>rd</sup> day  
of June  
1983  
H. E. Carmichael  
Judge of Deeds  
Crawford Co.  
County