

MORTGAGE RECORD 69

SAME DODSWORTH STATIONERY CO. KANSAS CITY MO. 6461

FROM

Bertha A. White

TO

Marguerite M. Clayton

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6th day of

March A. D. 1926, at 9:00 A. M.

By *Isa E. Wellman* Register of Deeds.

Deputy.

Reg. No. 1534

Fee Paid 2.75

THIS INDENTURE, Made this fifth day of March, in the year of our Lord, one thousand nine

hundred and twenty-six between

--Bertha E. White and Robert G. White, her husband----

of Lawrence in the County of Douglas and State of Kansas

part ies of the first part, and Marguerite M. Clayton, of Lawrence, Kansas,

part y of the second part.

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

One Thousand Five Hundred (\$1500.00) 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 lying in the County of Douglas and State of Kansas, to-wit:

Beginning at point on the west line of the Southeast Quarter (1/4) of Section No. Six (6) in Township No. Thirteen (13) South of Range No. Twenty (20) East of the 6th P.M. at the Southwest corner of a one-half acre tract deeded to O. E. Bryan, as shown by deed recorded in Book "75" page "116" in the office of the Register of Deeds of Douglas County, Kansas; thence East three hundred thirty (330) feet to the southeast corner of said Bryan tract; thence South seventy-two and six-tenths (72.6) feet; thence West three hundred thirty (33) feet to the quarter section line; thence North seventy-two and six-tenths (72.6) feet to the place of beginning, containing one-half acre, more or less----

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 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 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 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 part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of her 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 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, or if fully prepaid.

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

---One Thousand Five Hundred (\$1,500.00)----- DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the fifth day of March 19 26,

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 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 a note is executed 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 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 therein, and the surplus, if any there be, shall be paid by the part ies of the first part, on demand, to the part y of the second part.

It is agreed by the parties hereto that the said part ies of the first part 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 s and seal s the day and year last above written.

Bertha E. White (SEAL)

Robert G. White. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this fifth day of March A. D. 1926, before me, a

Notary Public in the aforesaid County and State, came Bertha E. White and

Robert G. White, her husband----

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.

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 23 day of April 1929 Walter G. Thiele

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 1st day of April 19 27.

Marguerite M. Clayton
Mortgagee. Owner.

This Release
was written
as the original
Mortgage
this 1st day of April
19 27
at Kansas City
Mo.

Walter G. Thiele
Notary Public