

## MORTGAGE RECORD 69

 Reg. No. 1911  
 Fee Paid \$1.50

5000

W. S. Russell et al

Fred Russell et al

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of

July A. D. 1926 at 2:20 P. M.

G. E. Wellman  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 30th day of July, in the year of our Lord, one thousand nine hundred and six between

W. S. Russell and Ella L. Russell, his wife,

 of Lawrence in the County of Douglas and State of Kansas  
 parties of the first part, and Fred Russell of Liberty, State of Missouri.  
 part y of the second part.

 WITNESSETH, that the said part y of the first part, in consideration of the sum of  
 Twenty Thousand and no/100 DOLLARS, to them duly paid, the receipt of  
 which is hereby acknowledged, he 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:

Lot No. Sixty eight (68) Massachusetts

Street City of Lawrence-----

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 s 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 thereto.

 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 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 his  
 interest. And in the event that said part y 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

Twenty Thousand DOLLARS, 19 26

 according to the terms of a certain written obligation for the payment of said sum of money, executed on the 30 day of July  
 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 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 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  
 surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part ies.

 It is agreed by the parties hereto that the terms and provisions of the 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.

W. S. Russell (SEAL)

Ella L. Russell (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

 BE IT REMEMBERED, That on this 30th day of July A. D. 19 26, before me, a  
 Notary Public in the aforesaid County and State, came

W. S. Russell and Ella L. Russell, 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;

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 19 27 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 30th day of December 19 26.

Fred Russell Mortgage. Owner.

 This mortgage  
 was filed  
 in the original  
 mortgage  
 entered  
 this 13 day  
 of January  
 1926  
 Harold H. Bell  
 Reg. of Deeds.