

SAND HODGSON STATIONERY CO. KANSAS CITY, MO. 64101

FROM **Jane Fitzpatrick** TO **Mary P. Priest.**

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 27 day of Aug. A. D., 1928, at 3:20 P. M.

By Isa E. Wellman Register of Deeds.
Deputy.

Reg. No. 987 Fee Paid \$2.00

THIS INDENTURE, Made this twenty first day of July, in the year of our Lord, one thousand nine hundred and twenty six between Jane Fitzpatrick a widow and Margaret Fitzpatrick a widow of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Mary P. Priest, a widow part y of the second part.

WITNESSETH, that the said part ies of the first part, in consideration of the sum of Thirteen Thousand 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 being in the County of Douglas and State of Kansas, to-wit:

The west half and the southeast quarter except one acre in the southeast quarter used for school purposes of section twenty one (21) in township twelve (12) south range eighteen (18).

State of California }
County of San Diego } ss

On this 5th day of August, 1928 before me Karl Kenyon a Notary Public in and for the said county of San Diego state of California, residing therein, duly commissioned and sworn, personally appeared Jane Fitzpatrick a widow personally known to me to be the person whose name is subscribed to the within instrument and she duly acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the county of San Diego the day and year in this certificate first above written.

IS
My commission expires Feby. 25, 1929.

Karl Kenyon.
Notary Public in and for the County
San Diego, State of California.

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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except one principal mortgage of \$25,000 and one commission mortgage of \$1,250 now of record and that they will defend 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 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 five per cent from the date of payment until fully repaid.

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

Thirteen Thousand DOLLARS, first first of July 19 26, according to the terms of one certain written obligation for the payment of said sum of money, executed on the twenty day of July 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 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 lease accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner permitted 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 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 have hereunto set their hand s and seal s the day and year last above written.

Jane Fitzpatrick (SEAL)

Margaret Fitzpatrick. (SEAL)

(SEAL)

STATE OF California } ss.
COUNTY OF Los Angeles.
BE IT REMEMBERED, That on this 7th day of August A. D. 19 26, before me, a Notary Public, in the aforesaid County and State, came Margaret Fitzpatrick to me personally known to be the same person 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 December day of 14th 19 26. Geo. W. Kendall Notary Public.
Notary Public in and for Los Angeles County, Calif

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 day of July 19 26.

Mortgage. Owner.