

MORTGAGE RECORD 69

Reg. No. 2325  
Fee Paid 575

557

FROM

Joseph R. Ellingwood  
TO

Sol Marks.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

Jan. A.D. 1927, at 3:45 P. M.

By *John E. Williams* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this twenty sixth day of January  
hundred and twenty seven between  
Joseph R. Ellingwood and Emma Ellingwood his wife

of Lawrence in the County of Douglas  
parties of the first part, and Sol Marks and State of Kansas

WITNESSETH, that the said parties of the first part, in consideration of the sum of  
Twenty three hundred and no/100  
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 East Forty-five (45) feet of the South Seventy (70)  
feet of Lot Six (6), Block Six (6) in Babcock's Addition  
in the City of Lawrence, Douglas County, Kansas-----

in favor of my company

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 hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and widow of a  
good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they warrant and defend the same against all claims 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 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 less, if any, made payable to the part y of the second part to the extent of its  
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 until fully paid.  
THIS GRANT is intended as a mortgage to secure the payment of the sum of

Twenty three hundred and no/100 DOLLARS  
according to the terms of One certain written obligation for the payment of said sum of money, executed on the 26th day of January 1927  
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, no 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 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  
overplus, 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 ha ve hereunto set their hand s and seal s the day and year  
last above written.

Joseph R. Ellingwood (SEAL)

Mrs. Emma Ellingwood. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 26 day of Jan'y A. D. 19 27, before me, a  
Notary in the aforesaid County and State, came

Joseph R. Ellingwood and Emma Ellingwood his wife

LS 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 18 day of April 19 29 Dick Williams. 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 12th day of Sept. 1934.

*John Marks as Grantor of the well and estate of  
Sol Marks, deceased.* Mortgage. Owner.

This Release  
was written  
on the original  
Mortgage &  
entered  
the Reg. 693  
of Sept.  
1934  
By *John E. Williams*  
Reg. of Deeds