

MORTGAGE RECORD 69

SAML. POSTER NORTH STATUTORY CO. KANSAS CITY, MO. 3001

FROM

Verner Newman et ux

Elizabeth Tucker

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7th day of March, A. D. 1927, at 9:15 A. M.

L. E. Wellman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this first day of March, in the year of our Lord, one thousand nine hundred and twenty-seven between Verner M. Newman and Nancy J. Newman, his wife

of Lawrence in the County of Douglas and State of Kansas part ies of the first part, and

Miss Elizabeth Tucker

partY of the second part.

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

Five Hundred and Fifty--

DOLLARS, to them 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:

Lots Numbered Fifteen (15) and Sixteen (16) on the South side of Walnut Street in Simpson's Sub-division in that part of the city of Lawrence formerly known as North Lawrence, in Douglas County, Kansas

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 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 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 insurances, 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

Five Hundred and Fifty Dollars

according to the terms of ONE certain written obligation, for the payment of said sum of money, executed on the 1st day of March, 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 remained 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 said sum is not repaid on or before the date specified, 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 or assigns 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 profits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all money arising from such sale to retain the amount then or afterwards paid 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 of the second part 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.

Verner M. Newman (SEAL)

Nancy J. Newman (SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 1st day of March, A. D. 1927, before me, a Notary Public in the aforesaid County and State, came

Verner M. Newman and Nancy J. Newman, 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 9th day of September 1929 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 13th day of April 1935.

John H. Tucker

Miss Elizabeth Tucker

Mortgagee. Owner.

This Release was written on the original of this instrument, and is a true and correct copy of the original as the same appears from the records of the Register of Deeds.

Harold H. Baskin
Reg. of Deeds
Deputy

For Examination of 1927, see Book 277 Page 221