

SANG ROOMS NORTH STATIONERY CO. KANSAS CITY MO. 64101

FROM

Elmer E. Bircher
TO

Cora Cooper

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of
Moh A. D. 1927, at 1:20 P. M.L. E. Wellman
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this fifth day of March, in the year of our Lord, one thousand nine hundred and twenty seven between
Elmer E. Bircher and Clara L. Bircher husband and wifeof Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and Clara Cooper part y of the second part.WITNESSETH, that the said part 1st of the first part, in consideration of the sum of
Four Hundred 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 seventy five (75) and the east one half of lot seventy seven (77) on Pinckney street
and the east fifty (50) feet of lot one hundred thirty eight (138) all in Block forty
two (42) in that part of Lawrence known as West Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 wised of a good and inalienable estate of inheritance therein, free and clear of all incumbrances, except a mortgage to the Lawrence Building and Loan association for Two Thousand dollars

and that they will warrant and defend the same against all claims making lawful claim thereto.
It is agreed between the parties hereto that the part 1st 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 building 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 1st 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
Four Hundred DOLLARS,
according to the terms of certain written obligation for the payment of said sum of money, executed on the day of 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 sums 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 1st of the first part shall fail to pay the same as provided in this indenture.And this covenant shall be void if such payment be made as herein specified, and the obligation contained herein shall be 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 were, or if made in such manner as is herein provided, then the mortgagee 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 provided by law and out of all moneys arising from such sale to retain the amount then and any part 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, as demanded, to the first part 1st.
It is agreed by the parties hereto that the heirs and assigns of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and issue to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part 1st of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

Elmer E. Bircher (SEAL)

Clara L. Bircher (SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 5th day of March A. D. 1927, before me, a

Notary Public in the aforesaid County and State, came

Elmer E. Bircher and Clara L. Bircher husband and wife
IS 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 18th day of October 1928 I. C. Stevenson 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 day of 1927 Mortgage Owner.