

MORTGAGE RECORD 69

617

Reg. No. 2490  
Fee Paid 7.50

FROM  
George A. Woodard  
TO  
D. Coen Byrn  
By  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 18 day of  
Mch A. D. 1927, at 11:35 A. M.  
Loa E. Wellman  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 17th day of March  
hundred and twenty seven between  
George A. Woodard, an unmarried man  
of Lawrence in the County of Douglas  
part y of the first part, and D. Coen Byrn and State of Kansas  
WITNESSETH, that the said part y of the first part, in consideration of the sum of  
Three Thousand and no/100  
which is hereby acknowledged, has sold, and by this indenture do es 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 south fifty (50) feet of lot number three (3) in Block number eight (8) in Babcock's  
Addition an addition to the city of Lawrence,

with the appurtenances and all the estate, title and interest of the said part y of the first part therein.  
And the said part y of the first part do es hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and of the  
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 thereon.  
It is agreed between the parties hereto that the part y 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 becomes due and payable, and that he 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 let, 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  
Three Thousand and no/100  
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th 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 y of the  
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 evidenced thereby 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 sale is committed on said premises, then this mortgage 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 profits 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 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.  
It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 parties of the first part has hereunto set his hand and seal the day and year  
last above written.  
George A. Woodard  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas  
COUNTY OF Douglas  
BEIT REMEMBERED, That on this 17th day of March A. D. 1927, before me, a  
Notary public in the aforesaid County and State, came  
George A. Woodard a single man  
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 25 day of January 1930 Geo. W. Kuhne 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 19  
Mortgage. Owner.

ATTEST:  
Harold A. Cook  
Register of Deeds  
J. J. CALLAHAN, Clerk of the District Court of Douglas County, Kansas,  
do hereby certify that the foregoing instrument was duly recorded in the mortgage records of  
this court on the 18 day of March, 1927.  
and that the same is duly recorded in Volume 28, at page 617.  
Witness my hand this 18 day of March, 1927.  
J. J. Callahan