

MORTGAGE RECORD 74

Reg. No. 2555
Fee Paid, \$12.50

MORTGAGE RECORD 74

FROM

F.G. Hughes
TO

Carl Altenbornd

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

Apr 19 1927, at 4:55 P. M.

J. E. Wellman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 12th day of April, in the year of our Lord, one thousand nine hundred and twenty seven

Francis G. Hughes and Alma S. Hughes his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Carl Altenbornd

part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand and no/100 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, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The undivided two fifths (2/5) of the fractional northwest quarter of section number two (2) Township number thirteen (13) south, range number twenty (20) east of the sixth Principal Meridian, lying east of the west line of the Shawnee Indian Reservation containing one hundred thirty nine and forty one one-hundredths (139 41/100) acres more or less; excepting therefrom a piece of land described as follows, viz: beginning at the northeast corner of the northwest quarter of the northwest quarter of said section number two (2) running thence west ten (10) rods, thence south sixteen (16) rods, thence east ten (10) rods, thence north sixteen (16) rods to the place of beginning, excepting also therefrom a certain piece of land containing about two and twenty nine one-hundredths (2.29/100) acres conveyed by William Hughes and wife, to the Kansas City, Topeka and Western Railway Company for a right of way and described in deed dated May 19, 1885 and recorded in volume 38, page 269, Douglas County, Records.

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 thereto.

It is agreed between the parties hereto that the part 100 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 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 of the second part, the less, 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 100 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

Five Thousand and no/100

DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 12th day of April 1927

and by the 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 100 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 benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed 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 making such sale, on demand, to the first part 100.

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 parties of the first part have hereunto set their hand and seal on the 12th day of April 1927

above written.

Francis G. Hughes (SEAL)

Alma S. Hughes. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 12 day of April A. D. 1927, before me, a Notary Public in the aforesaid County and State, came

Francis G. Hughes and Alma S. Hughes his wife

LS 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 31 day of December 1934

Witness
W. A. Schaal, Not. Public

Carl Altenbornd

Mortgage. Owner.

This Release
was written
on the original
Mortgage
and entered
this 12 day
of Dec 1934

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