

# MORTGAGE RECORD 74

Reg. No. 2571  
Fee Paid, \$ 7.50

17

FROM

Lewis Weeks

TO

Davis J. Mills

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of Apr. A. D. 1927 at 9:50 A. M.

By Osca E. Wellman Register of Deeds.  
By                      Deputy.

THIS INDENTURE, Made this twentieth of December, in the year of our Lord, one thousand nine hundred and twenty six between Lewis Weeks and Sylvia Weeks his wife

of Lawrence in the County of Douglas and State of Kansas  
part ies of the first part, and Davis J. Mills part y of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Three Thousand and no/100 (\$3000.00) 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, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Commencing at a point forty eight (48) rods due north of the southeast corner of the northeast quarter ( $\frac{1}{4}$ ) of section thirty (30) in Township twelve (12) south of range twenty (20) east of the 6th P.M. thence running west twenty (20) rods; thence north thirty two (32) rods; thence east twenty (20) rods; thence south thirty two (32) rods to the place of beginning containing four (4) acres of land more or less reserving however from the north and east sides of said tract a strip of land thirty (30) feet wide for a public street and highway.

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 s 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 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 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 repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Three Thousand and no/100 (\$3000.00) DOLLARS, according to the terms of six certain written obligations for the payment of said sum of money, executed on the twentieth day of December 19 26

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 each 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 mortgage 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 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 more 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 ha-ve herunto set their hand and seal s the day and year last above written.

Lewis Weeks (SEAL)

Sylvia Weeks (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.  
County of Douglas

BE IT REMEMBERED, That on this 20th day of December A. D. 19 26 before me, a

Notary Public in the aforesaid County and State, came Lewis Weeks and

Sylvia Weeks 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 herunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 27th day of January 19 27.

F. C. Whipple 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 17th day of January 19 33.

Davis J. Mills Mortgagee. Owner.

This Release was written on the original Mortgage and filed this 17 day of January 1933. Osca E. Wellman Reg. of Deeds