

MORTGAGE RECORD 74

Reg. No. 2762
Fee Paid, \$ 1.00

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FROM

George S. Eastman et al
TO

Dell Phillips

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of
July A. D. 1927, at 4:10 P. M.Dora E. Wellman
Register of Deeds.

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 16th day of July, in the year of our Lord, one thousand nine
hundred and twenty seven between

George S. Eastman and his wife Alice E. Eastman

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Dell Phillips

part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Four Hundred 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 party of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

lot no. twenty eight (28) in Addition No. Five (5) in that part of the city of Lawrence,

known as North Lawrence.

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 owner of the premises above granted, and
seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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 parties 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 loss, if any, made payable to the party of the second part to the extent of
his interest. And in the event that said party 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 party 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 and no/100

DOLLARS, to \$ 27

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 16th day of July, 1927, by the said parties of the first part, and by the parties of the second part, the sum of money advanced by the said party 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
party 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 provided, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created hereby, or interest thereon, or of 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 or 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 party of the second partto 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 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 party of the second part, making such sale, on
demand, to the first party of the first part.It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 hands and seal on the day and year last
above written.

George S. Eastman (SEAL)

Alice E. Eastman (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY of Douglas ss.BE IT REMEMBERED, That on this 16th day of July A. D. 1927, before me, a
Notary Public in the aforesaid County and State, came

George S. Eastman and his wife Alice E. Eastman

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 23 day of Jan. 1928

C.M. Manter.

Notary Public, this Release

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
Reels to enter the discharge of this mortgage of record. Dated this 31 day of August 1928Dell Phillips
Mortgagee.

Owner.

this Release
was written
on the original
entered
this day
of August
1928
Reg. of Deeds.