

MORTGAGE RECORD 74

Reg. No. 2839
Fee Paid, \$ 1.50

119

FROM

Frank O. Martin et al
TO

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of
Aug. A. D. 19 27 at 8:15 A. M.By Esa E. Williams Register of Deeds.
Deputy.

THIS INDENTURE, Made this 22nd day of August, in the year of our Lord, one thousand nine hundred and twenty seven between

Frank O. Martin and Rose T. Martin his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and D. Coen Byrn part 2 of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
Six Hundred and no/100 DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, ha. ya sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2 of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:The southeast quarter of the southwest quarter of the southwest quarter and the east
two (2) acres of the south west quarter of the south west quarter of the southwest
quarter of Section 1, Township 13, Range 19.

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

And the said part 1es 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
seised 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 1es 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 loan, if any, made payable to the part 2 of the second part to the extent of
his interest. And in the event that said part 1es 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 2 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

Six Hundred and no/100

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 22nd day of August 19 27

and by its terms made payable to the part 2 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 2 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 1es 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 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 2 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 prescribed by law and out of all moneys arising from such sale to reach 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 2, making such sale, on
demand, to the first part 1es.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 part 1es of the first part ha. ya herunto set their hand and seals the day and year last
above written.

Frank O. Martin (SEAL)

Rose T. Martin (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 22 day of August A. D. 19 27 before me, a

Notary Public in the aforesaid County and State, came

Frank O. Martin and Rose T. Martin his wife

LS

to me personally known to be the same person as 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 25 day of January 1930

Geo. W. Kahne

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 26 day of January 1931

Corp Seal

Esa E. Williams

Mortgagee. Owner.

This release
was written
on the original
Mortgage
entered
this 23 day
of August
19 27Esa E. Williams
Reg. of Deeds
Chas. H. Hays
Chas. H. Hays