

MORTGAGE RECORD 74

Reg. No. 3015
Fee Paid, \$ 1.25

171

FROM

J.J. Eddy et al

TO

I.C. Stevenson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of

Nov A. D. 1927, at 3:05 P. M.

Doe E. Wellman

Register of Deeds.

By Deputy.

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

J.J. Eddy and Annie E. Eddy his wife

of Lawrence in the County of Douglas and State of Kansas

parties of the first part, and I.C. Stevenson

part 7 of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred 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 7 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point forty five (45) feet west and four hundred eighty nine and one half (489½) north of the southwest corner of lot forty three (43) in Block one (1) Belmont Addition. Adjacent to the city of Lawrence, Kansas thence west one hundred thirty (130) feet thence north forty (40) feet, thence east one hundred thirty (130) feet thence south forty (40) feet to place of beginning, all in section thirty two (32) Township twelve (12) Range Twenty (20)

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 owner 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 said parties of the first part that at all times during the life of this indenture, real estate 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 7 of the second part, the less, if any, made payable to the part 7 of the second part to the extent of interest. And in the event that said part 7 of the second 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 7 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 fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Five Hundred DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the second day of November 1927.

And by its terms made payable to the part 7 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 7 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 7 of the second part shall fail to pay the same as provided in this indenture.

And this covenant 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 holder of said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this covenant 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 7 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 7 of the second part, 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 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 7 of the first part have hereunto set their hand and seal on the 8 day and year last above written.

J.J. Eddy (SEAL)

Annie E. Eddy (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY of Douglas ss.

BE IT REMEMBERED, That on this 2nd day of November A. D. 1927, before me, a

Notary Public

J.J. Eddy and Annie E. Eddy his wife

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to me personally known to be the same person or persons 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 21st day of April 1930

L.E. Eby 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 18 day of March 1936

J.C. Stevenson Mortgagee. Owner.

FILED
188
March
1936
H. C. G. G. G.
H. C. G. G. G.
H. C. G. G. G.