

MORTGAGE RECORD 74

Reg. No. 3064
Fee Paid, \$ 50

FROM

Ann G. Judy et al

TO

Myrtle C. Briggs

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of
Dec. A. D. 19 27, at 3:30 P. M.

Jas. E. Wellman

By _____ Register of Deeds.
Deputy.THIS INDENTURE, Made this Tenth day of November, in the year of our Lord, one thousand nine
hundred and Twenty seven between
Ann G. Judy and Mary D. Judy his wifeof Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Myrtle C. BriggsWITNESSETH, That the said parties of the first part, in consideration of the sum of _____ part ____ of the second part.
Two Hundred and Fifty (\$250.00) 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 ____ of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:The south ten (10) feet of Lot one hundred fifty six (156) and all of Lots One Hundred
Fifty seven (157) One hundred fifty eight (158) One hundred fifty nine (159) One hundred
Sixty (160) One hundred Sixty one (161) One Hundred sixty two (162) One Hundred
Sixty three (163) One Hundred sixty four (164) and One Hundred sixty six (165)
in Block Five three (53) West Lawrence, in the city of Lawrence, Kansas

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

And the said part ____ 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
except one mortgage of record for \$500
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 ____ 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 part ____ of the second part to the extent
of her interest. And in the event that said part ____ 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 ____ 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

Two Hundred and Fifty Dollars and no/100

according to the terms of _____ one certain written obligation _____ for the payment of said sum of money, executed on the _____ day of December, 19 27.

and by _____ its _____ terms made payable to the part ____ 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 ____ 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 ____ 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 the covenances 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 ____ 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 ____.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 hands and seal, _____ the day and year last
above written.

Ann G. Judy

(SEAL)

Mary D. Judy

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 8th day of December, A. D. 19 27, before me, a
Notary Public in the aforesaid County and State, came

Ann G. Judy and Mary D. Judy his wife

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 15th day of September, 19 30

E. J. Hilkey

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 27 day of March, 1927.

Myrtle C. Briggs

Mortgagee. Owner.

This Release
was written
with original
Mortgageentered
this 27 day
of March, 1927E. J. Hilkey
Reg. of Deeds

Deputy