

MORTGAGE RECORD 74

Reg. No. 3078
Fee Paid, \$ 11.25

FROM

J. Hosford Inv. & Mtge Co
TO

Lawrence Building & Loan Ass'n

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of
Dec A. D. 1927, at 3:15 P. M.

D. E. Wellman

Register of Deeds.

By Deputy.

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

The Hosford Investment and Mortgage Company, a corporation

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building and Loan Association

part. Y. of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of
Forty Five Hundred DOLLARS, to it duly paid, the receipt of
which is hereby acknowledged, has sold, and by this indenture do ss. 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:

Lots Twenty five (25), Twenty six (26), Twenty seven (27) Forty-
two (42) Forty three (43), Forty four (44), Forty five (45), Forty six (46),
in Block Two (2), and Lots Forty nine (49), Sixty three (63), Sixty-
eight (68), Seventy (70), in Block Three (3) of Babcock Place,
an addition to the City of Lawrence; also Lots Twenty (20) and Twenty one (21) in
Block Five (5) Haskell Place, and Lots Fifteen (15)
Sixteen (16), Eighteen (18) in Block Six (6) Lots Eighteen (13)
Fourteen (14) Fifteen (15) Sixteen (16) Seventeen (17) Eighteen (18)
and Nineteen (19) in Block Seven (7) also Lots One (1) Two (2)
Three (3) Four (4) Five (5) Six (6) Seven (7) Eight (8)
Nine (9) and (10) in Block Nine (9) all in Haskell Place, an
addition to the City of Lawrence, Kansas

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

And the said part. Y. of the first part do hereby covenant and agree that at the delivery hereof it is the lawful owner 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 parties hereto that the part. Y. 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 it 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. Y. of the second part to the extent of
its interest. And in the event that said part. Y. 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 paid.

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

Forty Five Hundred DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 13th day of December 1927
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. Y. 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 altered therein, 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 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 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 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 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 run to, and be obligatory upon the heirs, executors, administrators, personal representatives and assigns of the parties hereto.IN WITNESS WHEREOF, The part. Y. of the first part has hereunto set its hand and seal the day and year last
above written.

The Hosford Investment and Mortgage Co. (SEAL)

by C. B. Hosford Pres. (SEAL)

E. T. Arnold Secy (SEAL)

Corp Seal

STATE OF Kansas
COUNTY OF Douglas ss.BE IT REMEMBERED, That on this 13th day of December A. D. 1927, before me, a
Notary Public in the aforesaid County and State, came C. B. Hosford President

L.S.

E. T. Arnold, Secretary 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 18th day of October 1928.

I. C. Stevenson
Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorizing the Register of
Deeds to enter the discharge of this mortgage of record. Dated this 26 day of October 1928.This Release
was written
on the original
Mortgage
entered
this 2 day
of October
1928.

Deeds to enter the discharge of this mortgage of record. Dated this 26 day of October 1928.

By L. C. Stevenson
Reg. of Deeds.By L. C. Stevenson
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