

## MORTGAGE RECORD 74

Reg. No. 3184

Fee Paid, \$...1:00

FROM

George Maddux et ux  
TO

W. E. Spalding

STATE OF KANSAS, DOUGLAS COUNTY, ss

This instrument was filed for record on the 8th day of Feb. A. D. 19 28, at 1:15 P. M.

Isa E. Wellman

Register of Deeds.

By

Deputy:

THIS INDENTURE, Made this 7th day of February, in the year of our Lord, one thousand nine hundred and twenty eight between George Maddux and Matilda A. Maddux his wife

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and W.E. Spalding 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, ha.VE... 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:

The South Fifty Feet (50) of Lots Number  
One (1) and (2) in Block Number Twelve (12)  
Lane's Second Addition to the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part. <sup>122</sup> of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 6 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 thereto.

and that they will warrant and defend the same against all parties making lawful claim thereon.

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 second part, the loan, if any, made payable to the part ✓ 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 his interest, 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 herin 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

----- Four Hundred ----- DOLLARS  
7th February 1928

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 7th day of February 1928  
and by the term 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

[illegible]

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 party Y, making such sale, on demand to the first party X entitled to the principal and interest and every obligation therein contained, and all benefits accruing therefrom shall extend to the said party X and his heirs and assigns forever.

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 the benefit of the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part ies of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

George Maddux (SEAL)

Matilda Maddux (SEAL)

... (SEAL)

... (SEAL)

STATE OF... Kansas }  
COUNTY OF... Douglas } 83

BE IT REMEMBERED, That on this 7th day of February A. D. 1928, before me, a  
Notary Public in the aforesaid County and State, came

George Maddux and Matilda A. Maddux his wife

LS

George Maddux and Katilna A. Maddux H&B W&B  
to me personally known to be the same person B 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 24th day of July 1929

W. F. March

**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 discharge this mortgage of record. Dated this 12 day of June, 1928

June  
W. E. Shalading

Mortgagee. Owner.

This Release  
was written  
on the original  
Mortgage  
entered  
this 12 day  
of June  
1968

Reg. of Deeds.

~~Deputy~~