

MORTGAGE RECORD 74

Reg. No. 3379
Fee Paid, \$ 1.00

FROM

Raymond C. Laessig & wife
TO

A. A. Helwig

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of
April A. D. 1928, at 9:05 A. M.

Isa E. Wellman

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 9th day of April in the year of our Lord, one thousand nine hundred and twenty eight between Raymond C. Laessig and Patience E. Laessig, husband and wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and A. A. Helwig

WITNESSETH, That the said part 1st 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, has sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The east half of lot no one hundred eighteen
(118) on Connecticut street in the city of Lawrence.

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

And the said part 2nd 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 that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 1st 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 the part 2nd of the second part shall 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 1st of the first part, the law, if any, made payable to the part 2nd of the second part.

And in the event that said part 1st 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 2nd 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 and no/100

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 9th day of April 1928

and by its terms made payable to the part 2nd 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 2nd 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 1st of the first 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 kept in as good repair as they are now, 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 the amount so paid shall become a part of the indebtedness secured by this indenture, and the whole sum remaining unpaid, and all of the obligations provided for in and 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 2nd 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 covenanted, 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 overplus, if any there be, shall be paid by the part 2nd of the second part, on demand, to the first part 1st.

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 more to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

IN WITNESS WHEREOF, The part 1st of the first part have their hand and seal on the day and year last above written.

Raymond C. Laessig (SEAL)

Patience E. Laessig (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 9th day of April A. D. 1928, before me, a

John C. Emick in the aforesaid County and State, came.

L.S.

Raymond C. Laessig and Patience E. Laessig husband and 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 13th day of January 1932

John C. Emick

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 13 day of August 1932

L. Paul Weyer

Mortgagee. Owner.

To Raymond C. Laessig & wife 13th Aug - 1932

This Release was written and acknowledged before me on the 13th day of August 1932, at Lawrence, Kansas. John C. Emick Notary Public