

## MORTGAGE RECORD 74

Reg. No. 3436  
Fee Paid, \$ 2.00

FROM

Flora C. Walker & Husband  
TO

S. F. Patterson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of  
May A.D. 1928 at 2:45 P.M.

*La E. Wellman*  
Register of Deeds.  
Deputy

THIS INDENTURE, Made this 3rd day of May, in the year of our Lord, one thousand nine hundred and twenty eight between \_\_\_\_\_

Flora C. Walker and James H. P. Walker, her husband

of Lawrence in the County of Douglas and State of Kansas  
part 1a of the first part, and S.F. Patterson

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Eight hundred fifty and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y 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 on the East line of Kentucky Street produced South from the city of Lawrence 246 feet south of the north line of Adams Street in said city;thence south on said east line of Kentucky Street 50 feet; thence east 125 feet;thence north 50 feet thence West 125 feet to place of beginning in South West  $\frac{1}{4}$  of Section 31.Township 12,Range 20 East of the Sixth P.M. in the City of Lawrence,said county and state

with the appurtenances and all the estate, title and interest of the said part 1234 of the first part therein.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner 8 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 100.00 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 amount and by such insurance company as shall be approved 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 her interest. And in the event that said part 100.00 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 repaid.

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

Eight hundred fifty & no/100 - - - - - DOLLARS.

according to the terms of B certain written obligation for the payment of said sum of money, executed on the 3rd day of May 19 28  
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 100 of the first part shall fail to pay the same as provided in this indenture.

[illegible]

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 seals the day and year last above written.

Flora C. Walker (SEAL)

James H.P. Walker (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }  
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 3rd day of May A. D. 1928, before me, a  
Notary Public in the aforesaid County and State, came Flora C. Walker and

LS 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 10 day of April 1931

**A.F.Flinn** 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 16<sup>th</sup> day of August, 1929

J. F. Patterson Mortgagee. Owner

This Release  
was written  
on the original  
Mortgage.

-1 entered  
this 16 day  
of Aug  
1929

Reg. of Deeds

DEPT