

MORTGAGE RECORD 74

Reg. No. 3504
Fee Paid, \$ 1.75

337

FROM

George Maddux & wife

TO

W. E. Spalding

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of June A. D. 1928, at 10:30 M.

By *W. E. Spalding* Register of Deeds.

Deputy.

THIS INDENTURE, Made this 8th day of June, 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 of the second part. WITNESSETH, That the said parties of the first part, in consideration of the sum of ~~Seven Hundred and no/100~~ ~~*****~~ 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 Fifty Feet, (50) of lots number one and two, (1 & 2) in block number Twelve, (12) Lanes second Addition to the city of Lawrence.

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and are of a good and lawful 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 parties 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 pay 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 parties of 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 parties 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

DOLLARS.

according to the terms of ~~one~~ certain written obligation for the payment of said sum of money, executed on the 8th day of June 1928 and by the parties of the first part 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 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 parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if any 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 interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the mortgage 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 of the second part his heirs

or assigns, 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 provided by law and out of the proceeds 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 of the second 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 herein.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seal on the day and year last above written.

George Maddux (SEAL)

Matilda A. Maddux (SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 8th day of June A. D. 1928, before me, a Notary Public in the aforesaid County and State, came George Maddux and Matilda A. Maddux husband and wife

L. S. 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 24th day of July 1929

W. E. 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 enter the discharge of this mortgage of record. Dated this day of 19

Mortgagee. Owner.

ATTEST:

W. E. Spalding Register of Deeds

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of the court was rendered on the 24th day of June 1928, in the case of George Maddux and Matilda A. Maddux vs. W. E. Spalding, and that the same was duly recorded in Journal Book 293 at the 15th day of June 1928. Witness my hand this 15th day of June 1928.

JOHN CALLAHAN Clerk District Court.