

FROM _____

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the _____ 12 _____ day of _____ June _____ A. D. 19. 28, at 1:55 P. _____ M.

John E. Tudhope _____

TO _____

Asa E. Weeman

Law. Eids & L. Ass'n _____

Deputy.

By _____ Deputy.

THIS INDENTURE, Made this eleventh day of June, in the year of our Lord, one thousand nine hundred and twenty eight between John E. Tudhope and Nettie L. Tudhope his wife of Lawrence in the County of Douglas and State of Kansas part^{ies} of the first part, and The Lawrence Building and Loan Assn.

WITNESSETH, That the said part-ies of the first part, in consideration of the sum of Three Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha-ve sold, and by this inditure 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:

Lot thirteen (13) in Block Twelve (12) in University Place, an addition to 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 ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and lawful 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 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 becomes due and payable, and that, they will keep the buildings upon and 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 100 % interest. 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 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, caused 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

Three Hundred

DOLLARS.

28

Three hundred

according to the terms of one certain written obligation _____ for the payment of said sum of money, executed on the 11th day of June 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 party 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

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 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 ies of the first part shall fail to pay the same as provided in this indenture the said parties do hereby covenant and agree that the said parties shall be jointly and severally bound to pay the same as provided in this indenture

part. ies 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 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 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, or if this mortgage 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
expire, 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 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 granted, or any part thereof, in the manner provided 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 part Y making such sale, on demand, to the first part 188

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 part~~ies~~ of the first part ha~~ve~~^{ve} hereunto set their hand and seal 6, the day and year last above written.

John E. Tudhope (SEAL)

Nettie L. Tudhope (SEAL)

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STATE OF Kansas
COUNTY OF Douglas } ss

BE IT REMEMBERED, That on this 11th day of June A. D. 1928, before me,
Notary Public in the aforesaid County and State, came John E. Tulhope and

Nettie L. Tudhope his wife

to me personally known to be the same person E. 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.

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My commission expires on the 18th day of October 19 28

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 authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 30th day of April, 1933. Robert J. Stearns

Needs to enter the discharge of this mortgage of record. Dated this _____ day of _____, 19____.

Caro. Seal
J. C. Stevenson Secy

Insurance Building 700 New York
George S. Foster Pres. Mortgage, Owner.