

## MORTGAGE RECORD 74

Reg. No. 3533

Fee Paid, \$2.75

FROM

Zeno A. Rogers and wife

TO

S. J. Hunter

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

June A. D. 1928, at 9:45 A. M.

Lois E. Wellman

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this fourteenth day of June, in the year of our Lord, one thousand nine hundred and twenty eight between Zeno A. Rogers and Lois W. Rogers, his wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and S. J. Hunter

WITNESSETH, That the said parties of the first part, in consideration of the sum of \_\_\_\_\_ part \_\_\_\_\_ of the second part. Eleven hundred and fifty (\$1150) 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 part \_\_\_\_\_ of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Three (3) Block Four (4) West Hills, described as follows: from the Center of Section 36, Township 12 South, Range 19 E, South 623.52 feet and West 505.00 feet to an iron pin, the point of beginning; thence East 147.00 feet to an iron pin; thence South 70.00 feet to an iron; thence North 89 degrees and 58 minutes West 147 feet to an iron pin; thence North 69.91 feet to the point of beginning.

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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance except a first mortgage of Five thousand Dollars which they assume and agree to pay

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 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 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 eleven hundred and fifty (\$1150.00) DOLLARS, according to the terms of \_\_\_\_\_ for the payment of said sum of money, executed on the 14th day of June 1928

and by its terms 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 or sums 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 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, treated similarly, 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, 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 profits accruing thereon 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 \_\_\_\_\_ making such sale, on demand, to the first parties.

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 set their hand and seal \_\_\_\_\_ the day and year last above written.

Zeno A. Rogers (SEAL)

Lois W. Rogers (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY of Douglas

BE IT REMEMBERED, That on this 19th day of June A. D. 1928, before me, a

Notary Public in the aforesaid County and State, came Zeno A. Rogers and

L. S. Louis W. Rogers his wife

to me personally known to be the same person as 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 22nd day of January 1929

Wm. LaCoss

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 31 day of December 1928

S. J. Hunter.

Mortgagee. Owner.

This Release was written on the original Mortgage

filed this 31 day of Dec. 1928

Lois E. Wellman Reg. of Deeds.

Do not