

MORTGAGE RECORD 74

Reg. No. 3548

Fee Paid, \$ 50

FROM

Fred N. Martin et al
TO

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of
July A. D. 1928, at 9:15 A. M.By Isa E. Wellman Register of Deeds.
Deputy.THIS INDENTURE, Made this 28th day of June in the year of our Lord, one thousand nine hundred and twenty eight between
Fred N. Martin and Susie Martin his wifeof Lawrence in the County of Douglas and State of Kansas
part 188 of the first part, and D. Coen Byrn

WITNESSETH That the said parties of the first part, in consideration of the sum of Two hundred fifty 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:

Lot number one hundred thirty one (131) Delaware Street, original Town of Lawrence, also lot number one hundred thirty one (131) Delaware street, Earl's Addition, an addition to the City of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part of the first part therein.
And the said part 188 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.

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 188 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 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 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 part 188 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
Two Hundred Fifty and no/100

DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 28th day of June 1928 and by 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 part 188 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, 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.

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 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, on demand, to the first part 188 of the first part 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 188 of the first part have hereunto set their hand and seal on the day and year last above written.

Fred N. Martin (SEAL)

Susie Martin (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 30th day of June A. D. 1928, before me, a

Notary Public in the aforesaid County and State, came

Fred N. Martin and Susie Martin his wife

IS

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 9th day of September 1929

John H. Tucker

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

William E. Martin

Frank C. Martin

Auby Martin

Delma Martin

MORTGAGE OWNERS

Mabel Martin

Roxie Martin

Dorothy Martin

Mortgagee

Owner.

This Release was written on the original Mortgage entered this 30th day of June 1928 at 9:15 A. M. and is a true and correct copy of the original as the same appears from the records of the Register of Deeds.