MORTGAGE RECORD 74

FROM

Daniel C. Farmer

TO

I. C. Stevenson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 _____ day of
July _____ A. D. 19 23, at 4:30 _____ P. M.

Isa E. Wellman _____ Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this sixth ____ day of ____ July ____ in the year of our Lord, one thousand nine hundred and twenty-eight ____ between ____ Daniel C Farmer an unmarried man

of ____ Lawrence ____ in the County of ____ Douglas ____ and State of ____ Kansas ____ party ____ of the first part, and ____ I C Stevenson ____ part ____ of the second part.

WITNESSETH, That the said party ____ of the first part, in consideration of the sum of ____ Four thousand------------------------------------DOLLARS, to ____ him ____ duly paid, the receipt of which is hereby acknowledged, ha s ____ sold, and by this indenture do es ____ Grant, Bargain, Sell and Mortgage to the said party ____ 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 Five (5) feet of Lot Fifty three (53) and all of Lots Fifty five (55) and Fifty seven (57) on Vermont Street in the city of Lawrence Kansas

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

And the said part ____ of the first part do es ____ hereby covenant and agree that at the delivery hereof ____ he is ____ 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 thereto.

It is agreed between the parties hereto that the part ____ 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 ____ he 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 loss, if any, made payable to the part ____ of the second part to the extent of ____ his ____ interest. And in the event that said part ____ of the first part shall fail to pay such taxes 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 ____ Four thousand------------------------------------DOLLARS, according to the terms of ____ one ____ certain written obligation ____ for the payment of said sum of money, executed on the sixth day of ____ July ____ 19 23, 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 part ____ 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 and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed 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 overplus, if any there be, shall be paid by the 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 hereto.

IN WITNESS WHEREOF, The part ____ of the first part ha s ____ hereunto set ____ his ____ hand and seal ____ the day and year last above written.

Daniel C Farmer _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF ____ Kansas ____ } ss.
COUNTY OF ____ Douglas ____

BE IT REMEMBERED, That on this ____ sixth ____ day of ____ July ____ A. D. 19 28 before me, a notary Public ____ in the aforesaid County and State, came ____ Daniel C Farmer an unmarried man ____ 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 ____ 21st ____ day of ____ April ____ 19 28

L. E. Eby _____ 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 2" day of December ____ 1929

I C Stevenson

Mortgagee. _____ Owner.