

MORTGAGE RECORD 74

Reg. No. 3737
Fee Paid, \$ 3.75

417

FROM
F. B. Shimmons et ux
TO
Mrs. Harriette D. Miller

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 26th day of
Sept. A. D. 1928, at 2:15 P.M.
L. A. C. McElman,
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 25th day of September, in the year of our Lord, one thousand nine hundred and twenty-eight between F. B. Shimmons and Alice E. Shimmons, his wife
of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and
Mrs. Harriette D. Miller
parties of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen Hundred 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 party 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 six (136) Louisiana Street, 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 part 1st of the first part do hereby covenant and agree that at the delivery hereof, they the lawful owner of the premises above granted, and heirs of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one certain note for \$500 recorded July 21st, 1928.

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 become due and payable, and that they will pay the builders 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 her 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 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 Fifteen Hundred DOLLARS, according to the terms of a certain written obligation, for the payment of said sum of money, executed on the 25 day of September, 1928, and by these 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 1st of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if each 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 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 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 repay 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 hereto.

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

F. B. Shimmons (SEAL)
Alice E. Shimmons (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas) ss.
COUNTY OF Douglas)
BE IT REMEMBERED, That on this 26th day of Sept. A. D. 1928, before me, a
S. A. Wood in the aforesaid County and State, came
F. B. Shimmons and Alice E. Shimmons, his 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 10 day of Apr. 1929.
S. A. Wood. 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 25 day of Oct. 1928.
Mrs. Harriette D. Miller
Mortgagee. Owner.

This Release was written on the original Mortgage
and returned to the Register of Deeds
1928
Hardy DeBake
Reg. of Deeds
J. W. Cohen
Deeds