

MORTGAGE RECORD 74

Reg. No. 3760

Fee Paid, \$1.25

FROM

R. C. Alvord et ux

TO

Lone Star State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of Oct. A. D. 19 28 at 4:00 P. M.

Geo E. Wellman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 18th day of August, in the year of our Lord, one thousand nine hundred and twenty eight (1928) between R. C. Alvord and Lena C. Alvord, his wife,

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Lone Star State Bank, part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do sell, 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:

A strip of land 100 feet wide running north and south across the east end of that tract of land described as beginning 1506 feet north of the southeast corner of the northeast Quarter of section No one (1) Twp Fourteen (14) south of range Eighteen (18) east of the Sixth P.M. thence west 253 1/2 feet to the intersection of roads number 175 and 220 thence south 67 degrees 10 minutes 315.4 feet south 9 degrees east 590 feet south 67 degrees 10 minutes west 295 feet north 9 degrees west 590 feet to a stone in the center of road 220 north 67 degrees 10 minutes 295 feet along the center of the line of said road number 220 to the place of beginning, containing one and one third acres more or less.

with the appurtenances and all the estate, title and interest of the said party 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 owners of the premises above granted, and owner of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

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 party 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 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 party of the second part to the extent of their interest. And in the event that said party of the first part shall fail to pay such 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

Five Hundred

DOLLARS,

according to the terms of 1 certain written obligation for the payment of said sum of money, executed on the 18th day of August 19 28 and by these terms made payable to the party 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 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 party 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 provided, 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 party of the second part their successors 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 party of the first 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.

R. C. Alvord

(SEAL)

Lena C. Alvord

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 18th day of August A. D. 19 28, before me, a Notary Public in the aforesaid County and State, came

R. C. Alvord and Lena C. Alvord, 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 31 day of March 19 30

M. A. Draper

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 6th day of June 19 30

Lone Star State Bank
W. H. Schick Cashier

Mortgagee. Owner.

Book of the District Court of Douglas

This Release was written on the original mortgage entered this 6th day of June 1930
Geo E. Wellman
Notary Public