

# MORTGAGE RECORD 74

Reg. No. 3811  
Fee Paid, \$ 2.75

FROM

Matilda Woyahn Hopkins  
TO

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3rd day of Nov. A.D. 1928, at 8:30 A.M.

*Isa E. McElman*  
By \_\_\_\_\_ Register of Deeds.  
Deputy.

THIS INDENTURE, Made this first day of November, in the year of our Lord, one thousand nine hundred and twenty-eight, between Matilda Woyahn Hopkins, a widow,

of Lawrence in the County of Douglas and State of Kansas

part of the first part, and D. Coen Byrn part of the second part.

WITNESSETH, That the said part of the first part, in consideration of the sum of Eleven Hundred and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 Three (103) and the North One-Half (1/2) of Lot Number One Hundred Five (105) on New Hampshire Street, in the City of Lawrence

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 hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and wised of a good and inalienable estate of inheritance therein, free and clear of all incumbrance

and that they 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 become due and payable, and that she will pay 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 less, 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 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 no/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of November 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 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 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 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 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, 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 has hereunto set her hand and seal the day and year last above written.

Matilda Woyahn Hopkins (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas }  
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 2nd day of November A.D. 1928, before me, a Notary Public in the aforesaid County and State, came

L.S. Matilda Woyahn Hopkins 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 7th day of July 1932  
Frank Fox 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 12 day of December 1936

*Clarence Sutton*  
Mortgagee. Owner.

7th Assignment on Book 83 Page 21

This Release was written of the original Mortgage entered this 12 day of December 1936  
*Matilda Woyahn Hopkins*  
Reg. of Deeds.