

MORTGAGE RECORD 74

Reg. No. 3228

Fee Paid, \$ 1.25

MADE BY INSTR. 42772

FROM

Charles H. Tucker

TO

Sara F. Patterson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19th day of

Nov. D. 1925, at 2:00 P. M.

By Sara E. Wellman Register of Deeds.
Deputy.

THIS INDENTURE, Made this 14th day of July, in the year of our Lord, one thousand nine hundred and twenty-seven, between Charles H. Tucker, a widower,

of Lawrence in the County of Douglas and State of Kansas party of the first part, and Sara F. Patterson part Y of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es. Grant, Bargain, Sell and Mortgage to the said party Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The undivided one half of the following:

Begin on West line of Ohio Street produced south from original town of Lawrence to a point 155 feet North of South line of Section thirty-one (31) Township Twelve (12) Range Twenty (20); thence South on West line of Ohio Street, produced One Hundred & Twenty five (125) feet thence West One hundred & Twenty five (125) feet, thence North Sixty-two and two thirds (62 2/3) feet; thence West One hundred & Eighty Six (186) feet to West line Section 31 Township 12 Range 20, thence North Sixty two and two thirds (62 2/3) feet, thence East three hundred & eleven (311) feet to beginning in the City of Lawrence,-----

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

And the said party Y 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 mixed of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that he will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the party Y 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 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 party Y of the second part to the extent of his interest. And in the event that said party Y 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 party Y 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

Five Hundred-----

DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 14 day of July 1927 and by its terms made payable to the party Y 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 Y 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 Y 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 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 Y 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 money 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 Y, making such sale, on demand, to the first part Y.

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 party Y of the first part has hereunto set his hand and seal on the day and year last above written.

Charles H. Tucker

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 14 day of July A. D. 1927, before me, a

Notary Public

in the aforesaid County and State, came

L.S.

C. H. Tucker

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 May 1931

E. F. Huddleston

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 18 day of April 1927

Sara F. Patterson

Mortgage. Owner.

This Release was written on the original Mortgage

entered this 18 day of April 1927

Reg. of Deeds

Deeds