

MORTGAGE RECORD 74

Reg. No. 3350
Fee Paid, \$ 6.25

463

FROM

U.S.G. Plank et wf.

TO

Edwin H. Powell

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of Dec. A. D. 19 28, at 9:30 A. M.

By Isa E. Wellman Register of Deeds.
Deputy.

THIS INDENTURE, Made this 20th day of November, in the year of our Lord, one thousand nine hundred and twenty eight between
U.S.G. Plank and Emma E. Plank husband and wife
 of Lawrence in the County of Douglas and State of Kansas
 part 1st of the first part, and Edwin H. Powell part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two Thousand and Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have YE sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

All of Lot four (4) and the north one half of Lot Five (5) in Block Twenty eight (28) Quivers Place in the City of Lawrence, Douglas County, Kansas

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 are the lawful owner of the premises above granted, and seised 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 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 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 2nd of the second part to the extent of his 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 2nd 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

Two Thousand and five hundred

DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 20th day of November A. D. 19 28

and by it's terms made payable to the part 2nd 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 2nd 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 covenant shall be void if each 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 covenant 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 2nd of the second part OF 2881508

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 profits 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 surplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to the first part 288

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 1st of the first part has YE hereunto set their hand and seal 8 the day and year last above written.

U.S.G. Plank (SEAL)

Emma E. Plank (SEAL)

(SEAL)

(SEAL)

STATE OF KansasCOUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 20th day of November A. D. 19 28, before me, a

Notary Public in the aforesaid County and State, came

U.S.G. Plank and Emma E. Plank husband and wife

IS

to me personally known to be the same person as 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 9 day of September 19 29

John H. Tucker

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 February 19 33

Edwin H. Powell

Mortgage Owner.

THIS RELEASE
 WAS WRITTEN
 ON ORIGINAL
 MORTGAGE
 ENTERED
 THIS 25 DAY
 OF FEBRUARY
 1933
Edwin H. Powell
 Reg. of Deeds
 Deputy