

MORTGAGE RECORD 74

Reg. No. 215

Fee Paid, \$ 11.50

FROM

Roy Hegeman and Mabel Hegeman his wife

TO

Robert Ridley

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of

May A.D. 1923, at 4:35 P. M.

Elin C. Armstrong

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this eighteenth day of May, in the year of our Lord, one thousand nine hundred and twenty nine, between

Roy Hegeman and Mabel Hegeman, his wife

of Lawrence in the County of Douglas and State of Kansas
part Y of the first part, and Robert Ridley

part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Forty six hundred 00/100 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 part 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 North One-Half Acre of the following described tract of land:
The North 4 1/2 Acres of the following described tract of land: Beginning at the Southwest corner of the Southeast Quarter of Section Two (2) Township Fourteen (14), Range Nineteen (19); thence East ten chains; thence North 498 feet; thence West 421 feet to the center of public road; thence Southwest along, center of said public road to point of beginning, less the North One & One-Half Acre to Winey. This is intended to cover the North One-Half Acre of the Three Acres last above described and conveyed in deed recorded in Deed Book 105, Page 120, and adjoins said Winey tract on the South and is of equal length from East to West and the West end thereof fronting on said public road, all in Douglas County, Kansas.

Also, Commencing at a point on the North line of the Northwest quarter (4) of Section Seven (7) in Township Thirteen (13), Range Twenty (20) in Douglas County, Kansas, and at the Northeast corner of an Acre and one quarter tract owned by the Township of Wakarusa, said tract being described in a deed to said Township recorded in Deed Book 43 Page 237, thence South along the East line of said Wakarusa Township tract Twenty (20) rods to the Southeast corner of said tract, thence East parallel with the said North line of said Quarter Section Fifty Five (55) feet, thence North Twenty (20) Rods parallel with East line of said Wakarusa Township tract, to the said North line of the Quarter Section, thence West along the North line of the Quarter Section Fifty Five (55) feet to the place of beginning in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said parties 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 owner of the premises above granted, and seized 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 therein.

It is agreed between the parties hereto that the part 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 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of his interest. And in the event that said part 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 part 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 8% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Forty six hundred 00/100 DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 18th day of May, 1923, and by the terms made payable to the part 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 part 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 parties 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 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 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 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 Y of the second part, on demand to the first parties.

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.

Roy Hegeman (SEAL)

Mabel Hegeman (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY of Douglas

BE IT REMEMBERED, That on this 18th day of May A.D. 1923, before me, a Notary Public in the aforesaid County and State, came

Roy Hegeman and Mabel Hegeman, his wife

Legal Seal 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 22nd day of March 1930

T. J. Sweeney Jr. 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 6 day of March, 1924.

Robert Ridley
Mortgagee. Owner.

See Partial Release in Book 15 Page 655
To Estimate of City. In Book 77 Page 212

This release was written on the original mortgage entered this 6 day of March, 1924.

Harold A. Clark
Reg. of Deeds
Harold A. Clark