

MORTGAGE RECORD 74

597

Reg. No. 334
Fee Paid, \$ 5.00

FROM
M. R. Gill & wife
TO
Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 19 day of August A. D. 1929 at 10:40 A. M.
Elmer E. Armstrong
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 25th day of July in the year of our Lord, one thousand nine hundred and twenty nine between
M. R. Gill and Blanch Gill, Husband and Wife
of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and The Douglas County Building and Loan Association Corporation
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 no/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 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot No. One Hundred Twenty Eight (128) on Indiana Street in the City of Lawrence.

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 owners of the premises above granted, and of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances excepting one mortgage of \$1,000.00 dated July 25, 1923 to the Douglas County Bldg. & Loan Ass'n.

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 2nd of the second part, the loan, if any, made payable to the part 2nd of the second part to the extent of its 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 10% from the date of payment until fully repaid.

THIS GRANT is intended as security to secure the payment of the sum of

Two Thousand and no/100

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 25th day of July 1929.

And by its 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 the covenants 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 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 2nd of the second part.

And the covenants 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 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 2nd of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 1st of the first part have hereunto set their hand and seal on the day and year last above written.

M. R. Gill

(SEAL)

Blanch Gill

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 31st day of July A. D. 1929, before me, a _____ in the aforesaid County and State, came _____

M. R. Gill and Blanch Gill, Husband and 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 30th day of March 1932

Jennie Watt

Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 31st day of March 1932
The Douglas County Building and Loan Association
By Carl E. Smith Secretary

(Copy Seal)

This Release was written on the original Mortgage entered this 31st day of March 1932
Donald A. Burk
Reg. of Deeds
Ruth Nelson
County