

MORTGAGE RECORD 74

Reg. No. 394
Fee Paid, \$ 7.50

617

FROM

B. W. Warrenburg, a single man
TO

D. Coen Eyrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of
Sept. A. D. 1929, at 1:40 P. M.

Elie E. Amstrong

By _____ Register of Deeds.
Deputy.

THIS INDENTURE, Made this twentieth day of September, in the year of our Lord, one thousand nine hundred and twenty-nine between
B. W. Warrenburg, a single man

of _____ Dwight _____ in the County of Morris _____ and State of Kansas
part _____ of the first part, and D. Coen Eyrn

WITNESSETH, That the said party _____ of the first part, in consideration of the sum of _____ part _____ of the second part.
Three Thousand and no/100 DOLLARS, to him _____ duly paid, the receipt of which is hereby acknowledged, he _____ sold, and by this indenture do _____ Grant, Bargain, Sell and Mortgage to the said _____ 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 (1/2) of Lot Number One Hundred Eighty (180) and the South Five (5) Feet of Lot Number One Hundred Seventy-eight (178) on Vermont Street in the City of Lawrence, Douglas County, Kansas

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

And the said party _____ of the first part do _____ hereby covenant and agree that at the delivery hereof _____ he is _____ the lawful owner _____ of the premises above granted, and seized of a good and inalienable 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 _____ 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 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 amounts 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
Three Thousand and no/100 DOLLARS, according to the terms of _____ certain written obligation _____ for the payment of said sum of money, executed on the 20th day of September 1929 and by _____ its _____ term 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.

All that covenantee 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 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 covenantee 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 _____ 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 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 _____ 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 obligatorily 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 _____ herunto set _____ his _____ hand and seal _____ the day and year last above written.

B. W. Warrenburg (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
COUNTY of Douglas }

BE IT REMEMBERED, That on this 20th day of September A. D. 1929, before me, a Notary Public in the aforesaid County and State, came

B. W. Warrenburg, a single man

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 herunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 22nd day of January 1933

Wm. LaCoss 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 15th day of Dec. 1933

W.A. Simon Mortgagee. Owner.

See Assignment de Mfg Bank 77 days 216

This release was filed on the 15th day of Dec. 1933, at 1:40 P. M. in the office of the Register of Deeds, Douglas County, Kansas.