

MORTGAGE RECORD 76

Reg. No. 485
Fee Paid, \$ 1.75

FROM

W. A. Dunn

TO

I. C. Stevenson

STATE OF KANSAS, DOUGLAS COUNTY, ..

This instrument was filed for record on the 29 day of
Nov. A. D. 1929, at 11:25 o'clock A. M.

By

Register of Deeds.
Deputy.THIS INDENTURE, Made this twentyseventh of November in the year of our Lord, one thousand nine
hundred and twenty nine between
W. A. Dunn and Elizabeth Dunn, his wifeof Lawrence in the County of Douglas and State of Kansas
part ies of the first part, and I. C. Stevenson part y of the second part.WITNESSETH, That the said part ies of the first part, in consideration of the sum of
Seven hundred fifty DOLLARS, to them duly paid, the receipt
of which is hereby acknowledged, have ve 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:Beginning at a point in Locust Street, Twenty rods south and Thirty nine rods six and one-half
feet east of the northwest corner of the northwest quarter of the southwest fractional quarter
of section twenty nine (29) Township Twelve (12) Range Twenty (20), thence west One hundred twenty
feet, thence North Ten rods, thence east One hundred twenty feet, thence South Ten rods to place
of beginning, all in that part of the city of Lawrence known as North Lawrence.

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and
aimed of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

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 ies 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 up 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 ies 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 six per cent from the date of payment until fully repaid.

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

Seven hundred fifty

DOLLARS,

according to the terms of one certain written obligation... for the payment of said sum of money, executed on the 27th day of November A. D. 1929
and by its 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
part ies 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 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 or said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then the covenants 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 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 y making such sale, on
demand, to the first part ies.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 said be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The part ies of the first part have hereunto set their hands and seal s the day and year last
above written.

W. A. Dunn (SEAL)

Elizabeth Dunn (SEAL)

(SEAL)

(SEAL)

STATE OF KansasCOUNTY OF Douglas

as.

BE IT REMEMBERED, That on this 27th day of November A. D. 1929, before me, a
Notary Public in the aforesaid County and State, came

W. A. Dunn and Elizabeth Dunn, his wife

Legal Seal

to me personally known to be the same person s 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 April 19 30

L. E. Eby

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 27th day of July 19 29

L. E. Eby, Secy. (Opp. del)

By George O. Foster President Mortgagee. Owner.This Release
was written
on the original
Mortgage
entered
this 27th day
of July
19 29
Handwritten
Rep. of Deeds.