MORTGAGE RECORD 76

Reg. No. 567
Fee Paid, $ 1.25

FROM

Jane Liebig Griffiths & John F. Griffiths.

TO

The J. R. Holmes Investment Co. Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20th day of January A. D. 19___ at 3:15 o'clock P. M.

Elsie E. Armstrong
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 14th day of January in the year of our Lord, one thousand nine hundred and thirty between Jane Liebig Griffiths and John F. Griffiths

of Los Angeles in the County of Los Angeles and State of California part ies of the first part, and The J. R. Holmes Investment Company of Lawrence, Kansas of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Five Hundred and no/100 ($500.00) 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, its heirs and assigns forever all that tract or parcel of land in the County of Douglas and State of Kansas, to-wit: described as follows to-wit:

The North six (6) feet of Lot 12 twelve in Block six (6) of Babcock's Addition to the City of Lawrence; also beginning at the Northeast corner of Lot 12 in Block 6 of Babcock's Addition to the City of Lawrence, thence running North on the West line of Kentucky Street in said City seventeen (17) more or less, thence west one hundred twenty-five (125) feet, thence south seventeen (17) feet more or less to the Northwest corner of the aforesaid Lot 12, thence East along the North line of said Lot 12 one hundred twenty-five (125) feet to the place of beginning; also the South twenty-seven (27) feet of Lot four (4) in Parker Addition to the City of Lawrence, Kansas.

* *

And this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its executors administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any therebe, shall be paid by the party making such sale, on demand, to said party of the first part- heirs and assigns.

* *

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

And the said part Jane Liebig Griffiths and John F. Griffiths hereof they are the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance save a certain mortgage in the amount of One Thousand and no/100 ($1000.00) Dollars

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 becomes due and payable, and that 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 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 amount so paid shall become a part of the indebtedness, secured by this

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

Five hundred DOLLARS according to the terms of one certain promissory note this day executed and delivered by the said Jane Liebig Griffiths and John F. Griffiths to the said party of the second part due and payable one year from date hereof and bearing interest from maturity.

And this conveyance shall be void if such payment is 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 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 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 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 overplus, 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 to and bind the heirs and assigns of the parties.

IN WITNESS WHEREOF, The part ies of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

Jane Liebig Griffiths (SEAL)

John F. Griffiths (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF California }
COUNTY OF Los Angeles } ss.

BE IT REMEMBERED, That on this 14th day of January A. D. 1930, before me, a Cyrus L. Ton in the aforesaid County and State, came Jane Liebig Griffiths and John F. Griffiths to me personally known to be the same persons 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 Dec. third 5, 1931

SEAL

Cyrus L. Ton
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 5th day of February 1931

W. E. Spalding
Mortgagee. Owner.