

MORTGAGE RECORD 76

Reg. No. 629
Fee Paid, \$ 7.50

FROM

Florence C. Carter

TO

Jesse and Russell Sutton

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of March A. D. 1930, at 11:30 o'clock A.M.

By *Chas E. Cunningham* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 3rd day of March, in the year of our Lord, one thousand nine hundred and thirty between Florence C. Carter, (a widow) of Lawrence in the County of Douglas and State of Kansas part 1st. of the first part, and Jesse Sutton and Russell Sutton part 1st. of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Three Thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do as Grant, Bargain, Sell and Mortgage to the said parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The south forty (40) feet of Lot Numbered one hundred and twenty three (123) on Tennessee street, in the City of Lawrence

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 as hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that she will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 she 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 party of the second part, the loss, if any, made payable to the parties of the second part to the extent of their interest. And in the event that said party 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 party 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 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 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 3rd day of March 1930 and by its terms made payable to the parties 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 party 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 party 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 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 party 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 party of the first part making such sale, on demand, to the first party.

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 more to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

IN WITNESS WHEREOF, The party of the first part has hereto set her hand and seal the day and year last above written.

Florence C. Carter (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
COUNTY of Douglas } ss.

BE IT REMEMBERED, That on this 3rd day of March A. D. 1930, before me, a

Notary Public in the aforesaid County and State, came

Florence C. Carter

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

Legal Seal

My commission expires on the 10 day of April 1933

S. A. Wood 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 day of 19

Mortgagee. Owner.

I, JOHN GALLAGHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing instrument was duly recorded on the 19 day of March, 1930, at 11:30 A.M., and that the same is duly recorded in Journal H, H, at page 26.

Witness my hand this 14 day of March, 1930.

John Gallagher, Clerk District Court.

ATTEST:

Chas E. Cunningham Register of Deeds