

MORTGAGE RECORD 76

Reg. No. 726
Fee Paid, \$ 4.50

FROM

Charles W. Kessinger and wife
TO

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of April A. D. 1930, at 9:05 o'clock A. M.

E. E. Quimling

Register of Deeds
Deputy.

THIS INDENTURE, Made this 4th day of April, in the year of our Lord, one thousand nine hundred and thirty between Charles W. Kessinger and Velma Kessinger, his wife

of Lawrence in the County of Douglas and State of Kansas part 1st of the first part, and D. Coen Byrn part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Eighteen Hundred 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:

The North Fifty (50) feet of the East 181.2 feet (less the east 50 feet thereof, said east 50 feet being deeded to Douglas County for a street) of Lot Number Five (5) all in Block No. Four (4) in South Lawrence an addition to the City of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner 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 thereto.

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 this interest. And in the event that the 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 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 Eighteen Hundred and no/100 DOLLARS.

according to the terms of the said certain written obligation for the payment of said sum of money, executed on the 4th day of April 1930

and by the said 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 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 hereby, or against the same, 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 now are, 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

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 surplus, if any there be, shall be paid by the part 2nd of the second part, on demand, to the part 1st of 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 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 the day and year last above written.

Charles W. Kessinger (SEAL)

Velma Kessinger (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 4th day of April A. D. 1930 before me, a

Notary Public in the aforesaid County and State, came

Charles W. Kessinger and Velma Kessinger, his wife

Legal Seal to me personally known to be the same person as 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 22nd day of January 1932

Wm. McCose

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 4th day of August, 1931.

Administrators of Estate of Anna Sutton
Divanah

Owner.

The assignment see Book 85-226

This Release
was written
on the original
Mortgage
entered
this 4th day
of August
1931
Handed A. Bush
Reg. of Deeds
James Carter
Deputy