

## MORTGAGE RECORD 76

Reg. No. 897  
Fee Paid. \$ 2.50

FROM

~~Florence E. Alderman, single~~  
TO

D. Coen Byrn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17<sup>th</sup> day of  
July A D 1930 at 4:00 o'clock P. M.

Erie E. Armstrong Register of Deeds.  
By Deputy.

THIS INDENTURE, Made this 16th day of July, in the year of our Lord, one thousand nine hundred and thirty between Florence E. Aldermen, a widow

of Lawrence in the County of Douglas and State of Kansas  
part of the first part, and D. Coen Byrn

WITNESSETH, That the said party \_\_\_\_\_ of the first part, in consideration of the sum of \_\_\_\_\_  
One Thousand and no/100 DOLLARS, to her \_\_\_\_\_ duly paid, the receipt of  
 which is hereby acknowledged, he \_\_\_\_\_ sold, and by this indenture do \_\_\_\_\_ Grant, Bargain, Sell and Mortgage to the said party \_\_\_\_\_ of the second part,  
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot No Seven (7) in Block Number Eleven (11) in Lane Place in the City of Lawrence.

Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 5 of the first part therein.

And the said part IV of the first part do EE hereby covenant and agree that at the delivery hereof She 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 they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part       V       of the first part shall all the time 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       RHO       will keep the buildings upon said real estate insured against fire and tornado in such a manner as to insure the same for the full value thereof, and that       RHO       will keep the same insured against fire and tornado in such a manner as to insure the same for the full value thereof, and by such insurance company as shall be specified and directed by the part       V       of the second part, the loss, if any, made payable to the part       V       of the second part to the extent of       his       interest. And in the event that said part       V       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       V       of the second part may pay said taxes and insurance, or either, and the amount so paid shall be 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.

One Thousand and no/100.. DOLLARS

according to the terms of ONS certain written obligation for the payment of said sum of money, executed on the 16th day of July 19 30

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 of

sums of money advanced by the said part 2 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 2 of the first part shall fail to pay the same as provided in this instrument.

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

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 instrument is given, shall immediately become due and payable.

mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part V 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 V making such sale, on demand to the first named 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 inure to, and be obliging upon, the sales, assignees and sub-lessees and persons who take their business and operations after the date of the completion of the sale of the property.

IN WITNESS WHEREOF, The part V of the first part has been set hereon hand and seal the day and year last

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

Florence E. Alderman (SEAL)

Florence E. Alderman (SEAL)

STATE OF Kansas }  
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 16th day of July A. D. 1930 before me, a

Notary Public in the aforesaid County and State, came

Florence E. Alderman

LEGAL to me personally known to be the same person..... who executed the foregoing instrument and duly acknowledged the execution

of the same.

SEAL IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last

above written.

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**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\_\_\_\_

[illegible][illegible]

For Reimbursement see Book 11 page 129

This Release  
was written  
on the original  
document.

entered  
this 19 day  
of May

19 \_\_\_\_\_  
Donald A. Bee  
 Reg. of Deeds

Luth Bell  
Printer