

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of August A. D. 19 30 at 2:30 o'clock P. M.

Alsie E. Combs

Register of Deeds

Deputy

David K. Rice and Emily M. Rice

of Lawrence in the County of Douglas and State of Kansas.

I. C. Stevenson

part y of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Five hundred ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VE sold, and by this indenture do ----- Grant, Bargain, Sell and Mortgage to the said part 2^d of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Seven (7) in Block Seven (7) in University Place, an addition

to the city of Lawrence Kansas.

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

And the said part of SS. 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 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 100 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 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 Y of the second part, the less, if any, may be payable to the part Y of the second part to the extent of his interest. And in the event that said part 100 of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as

indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

Five hundred-----DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 27 day of August 1930

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 23 day of August 1930 and by 146 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 146 of the first part shall fail to pay the same as provided in this indenture.

part. 1.00 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 thereon and to sell the premises hereinafter described in the manner provided by law, the said _____, making such sale, on demand, the first part of _____, 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 of _____.

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 parties of the first part have hereunto set their hands and seals the day and year last
above written.

David K Rice (SEAL)

Emily M. Rice (SEAL)

(Seal)

(Seal)

STATE OF Kansas
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 23rd day of August A. D. 19 30, before me, a

Notary Public in the aforesaid County and State, came

David K. Rice and Emily M. Rice, 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 21st day of April 19 34

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 14 day of March, 1931

Mortgage. Owner

This Release
was written
on the original
Mortgage. Entered
this 14th day
of March
1931

Elmer E. Connelley
Reg. of Deeds.

Country