

## MORTGAGE RECORD 76

Reg. No. 1006  
Fee Paid \$ 754

FROM

Thomas Smith and wife

TO

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of Oct. A. D. 19 30 at 11:30 o'clock A.M.

Oct. A. D. 19 30  
Eli. E. Armstrong

Register of Deeds.  
Deputy.

THIS INDENTURE, Made this first day of October in the year of our Lord, one thousand nine hundred and thirty between Thomas Smith and Annetta Pearl Smith, his wife

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has ye sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Number Fifteen (15) Addition Five (5) in that part of the City of Lawrence formerly known as North Lawrence, Douglas County, Kansas.

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

And the said parties 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 parties 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 loss, if any, made payable to the part y of the second part to the extent of his interest. And in the event that said part ice 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 y 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 here interest at the rate of 10% from the date of payment until fully repaid. And the of the second part is intended to secure the same.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Three Hundred and no/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of October, 1930 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 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 ies of the first part shall fail to pay the same as provided in this indenture.

that this conveyance shall be in full satisfaction of all claims of the lender hereon, and the obligation contained therein fully discharged. If default be made in such payments or any other obligation hereunder, then the lender shall retain the right to foreclose on said real estate as not paid when the same become due and payable, or if the same become so not because of default, 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 indenture 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 Y 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 hereunto granted, or any part thereof, in the manner prescribed by law in case of all money 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 Y making such sale, on demand, to the first part ies.

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 8 the day and year last above written.

Thomas Smith (SEAL)

Annetta Pearl Smith (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas )  
COUNTY OF Douglas ) ss.

BE IT REMEMBERED That on this 1st day of October A. D. 1930 before me a

Notary Public \_\_\_\_\_ in the aforesaid County and State, came

Thomas Smith and Annette Pearl Smith, his wife

Legal Seal

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

My commission expires on the 7th day of July 1932

Frank Fox  
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 17th day of October, 1933

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