

## MORTGAGE RECORD 76

Reg. No. 1020  
Fee Paid, \$ 10.50

FROM  
A. J. Mix and wife  
TO  
Harriet E. Tenner

THIS INDENTURE, Made this 13 day of October, in the year of our Lord, one thousand nine hundred and Thirty between A. J. Mix and Katherine Mix, his wife, parties of the first part of Lawrence in the County of Douglas and State of Kansas part as of the first part, and Harriet E. Tenner a widow part Y of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Four Thousand Two Hundred Dollars and 00/100 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 Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

A tract of ground described as follows, to wit: Commencing at a point 150 feet North and 125 Feet west from the north west corner of Ohio and Hancock Streets (now known as 12th Street) in the City of Lawrence, Kansas; thence West 125 feet; thence North 75 feet; thence East 125 feet; thence south 75 feet to the place of beginning. Also the right of way for the construction and maintenance of a sewer connection with the Ohio Street Main, and as close to the North line of the property (within two feet) 150 feet North from Northwest corner of Hancock (now known as 12th Street) and Ohio Streets and west 127 feet, said above described tract being a part of the Southwest quarter of section 31, Township 12, Range 20 East in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part ies 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 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

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 ies 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 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 their interest. And in the event that said part ies 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 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

Four Thousand Two Hundred Dollars and 00/100 DOLLARS, for the payment of said sum of money, executed on the 13 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 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 part ies of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if such payment be made as herein provided, 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 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 are now, or if waste is committed on said premises, then this covenant 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 Y of the second part, HER HEIRS OR ASSIGNS, 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 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 of 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 ies of the first part ha ve hereunto set their hand and seal the day and year last above written.

A. J. Mix (SEAL)

Katherine Mix (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 13 day of October, A. D. 1930, before me, a

Notary Public in the aforesaid County and State, came

A. J. Mix and Katherine Mix, his wife

Legal Seal

to me personally known to be the same persons 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 12 day of February 1934

R. E. Stevens 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 23 day of December 1937.

Harriet E. Tenner Mortgage. Owner.

This Release was written on the original Mortgage entered this 23 day of December 1937. *Harriet E. Tenner* Reg. of Deeds. *Paul H. Nelson* Deputy