

## MORTGAGE RECORD 76

Reg. No. 1028

Fee Paid, \$ 2.00

FROM

Allie Taylor and wife

TO

**Lawrence Building and Loan Association**

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of  
Oct. A. D. 19 30 at 2:30 o'clock P. M.

Elaine E. Armstrong

Register of Deeds.

Deputy.

THIS INDENTURE, Made this twenty fourth day of October, in the year of our Lord, one thousand nine hundred and thirty between Allie Taylor and Hersel Taylor his wife

of Lawrence in the County of Douglas and State of Kansas  
part 1st of the first part, and The Lawrence Building and Loan Association  
part 2 of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Eight hundred 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 y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the northwest corner of Lot seven (7) in the Northwest quarter of Section Thirty three (33) Township Twelve and Range Twenty thence east Forty rods, thence south One hundred two rods, more or less to the north bank of the Kansas River, thence westward along the meandering course of said river to the west line of said Lot Seven, thence north to point of beginning, containing 20 acres more or less.

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas,  
 do hereby certify that in judgment of finality of the marriage license record-  
 ed was made by said District Court, on the 12th day of March 1911,  
 and that the same is duly recorded in formal book No. 134, page 509.  
 Witness my hand this 29 day of March 1911.  
 John D. Allen, Jr.  
 Clerk District Court

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

And the said party ies of the first part do hereby covenant and agree that at the delivery hereof they the lawful owner of the premises above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrance Except a mortgage to the above party for \$3600

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 1.6B 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 lease the buildings upon said real estate insured against fire and tornado in such manner and for such insurance company as shall be specified and directed by the part 3.7 of the second part, the less, if any, made payable to the part 3.7 of the second part to the extent of the interest. And in the event that said part 1.6B of the first part shall fail to pay such taxes when the same become due and payable and to lease said premises insured as herein provided, then the part 3.7 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 mortgage, and shall be paid by the mortgagor 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 Eight hundred DOLLARS, according to the terms of ONE certain written obligation, for the payment of said sum of money, executed on the 24th day of October 19 30 and by its terms made payable to the party 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 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 party IES of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such system 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 part 7 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 arising from the same and to pay the same 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 party Y making such sale, on demand, to the first party 88

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year last above written.

Allie Taylor (SEAL)

Hersel Taylor (SEAL)

(Seal)

(581)

STATE OF Kansas }  
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 24th day of October A. D. 1930, before me, a  
**Notary Public** in the aforesaid County and State, came

Allie Taylor and Hersel Taylor his wife

**Legal Seal**

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

I. C. Stevenson  
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\_\_\_\_

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