

MORTGAGE RECORD 76

Reg. No. 1155
Fee Paid, \$ 1.75

MORTGAGE RECORD 76

FROM

Edith M. Barber and husband
TO

J. M. Neville

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of
Jan. A. D. 1931, at 11:00 clock A. M.

E. S. Connelley

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this twentieth day of January, in the year of our Lord, one thousand nine hundred and thirty one, between
Edith M. Barber and J. W. Barber, her husband

of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and J. M. Neville

part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
Seven Hundred and no/100 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 2nd of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot One Hundred and twenty-six (126) on Ohio Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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
sited 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 1st 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 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 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of
interest. And in the event that said part 1st 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 2nd 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
Seven Hundred

DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 20th day of January 1931
and by the terms made payable to the part 2nd 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 2nd 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 1st of the first part shall fail to pay the same as provided in this indenture.

And this covenants 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 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 covenants 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 2nd 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 directed 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 2nd of the second part, making such sale, on
demand, to the first part.

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 herein.

IN WITNESS WHEREOF, The part 1st of the first part have hereunto set their hand and seal the day and year last
above written.

Edith M. Barber (SEAL)

J. W. Barber (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 20th day of January A. D. 1931, before me, a
Notary Public in the aforesaid County and State, came

Edith M. Barber and J. W. Barber her husband

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 14th day of October 1931

Eve H. Neville
Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorizing the Register of
Deeds to enter the discharge of this mortgage of record. Dated this 1st day of February 1933

Wm. H. Neville, Owner.
of the late J. M. Neville Mortgage.

This Release
was written
on the original
Mortgage

entered
this 3 day
of February

1933

Register of Deeds

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