

MORTGAGE RECORD 76

Reg. No. 1222
Fee Paid, \$ 12.00

MORTGAGE RECORD 76

FROM

Louie R. Clawson and wife
TO

Justin D. Bowersock Jr. et al Trustees

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31 day of
March A. D. 19 31, at 3:50 o'clock P. M.*Erin S. Erickson*Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this 31st day of December, 1931, in the year of our Lord, one thousand nine hundred and Thirty (1930) between
Louie R. Clawson and Mary Clawson, his wifeof Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Justin D. Bowersock Jr., Irving Hill, and Paul A. Dinwiddie, Trustees

WITNESSETH, That the said parties of the first part, in consideration of the sum of Forty-Seven Hundred Seventy & 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 parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

East One-Half (1/2) of Southeast Quarter (SE 1/4) of Section Seven (7) Township Thirteen
(13) Range Twenty (20) Less 6 acres, in 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 owners of the premises above granted, and mined 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 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 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 parties of the second part, the loan, if any, made payable to the parties of the second part to the extent of their interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep mid premises insured as herein provided, then the parties 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 Forty-Seven Hundred Seventy & no/100 DOLLARS.

according to the terms of ONE certain written obligation, for the payment of said sum of money, executed on the 31st day of December 1930

and by its terms made payable to the parties 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 parties of the second part to pay for any improvements made by them on the premises, and to secure the parties of the second part from any and all indebtedness of the parties of the first part.

And this conveyance shall be void if such payment be made as herein provided, or if any interest be paid by the parties of the second part, or if the parties of the first part shall fail to pay such taxes 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 a 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 parties 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 provided 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 overplus, if any there be, shall be paid by the parties of the second part, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon contained, and all benefits accruing therefrom shall extend and run 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 hand and seal on the day and year last above written.

Louie R. Clawson (SEAL)

Mary Clawson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF DouglasBE IT REMEMBERED, That on this 31st day of March A. D. 19 31 before me, a
Notary Public in the aforesaid County and State, came
Louie R. Clawson and Mary Clawson

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 5th day of March 19 34

Carrie T. Erickson

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 6 day of Feb 19 34

Justin D. Bowersock Jr. Trustee
Irving Hill Trustee
Mortgagee. Owner.THIS MORTGAGE
WAS WRITTEN
ON THE ORIGINAL
MORTGAGE

entered

this 31st day

of February

19 34

Erin S. Erickson

Reg. of Deeds.