

MORTGAGE RECORD 76

Reg. No. 1332
Fee Paid \$ 5.25

WILLIAMS CO. TEXAS 4054

FROM

Alveng E. Dolisi

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Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of April A. D. 1931, at 1:15 o'clock P. M.

APR 11 A. D. 1931, at
Elm E. Condit

Register of Deeds

By _____ Deputy _____

THIS INDENTURE, Made this Twenty-seventh day of April, in the year of our Lord, one thousand nine hundred and Thirty-one between Alvina E. Dollis, a single woman

of Eudora in the County of Douglas and State of Kansas
part 7 of the first part, and The Lawrence Building & Loan Association

WITNESSETH, That the said part Y. of the first part, in consideration of the sum of Twenty-one Hundred and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does Grant, Bargain, Sell and Mortgage to the said part Y. of the second part, the following described real estate siting and being in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (4) of the Southeast quarter (4) of Section 34, Township 12, Range 21, also beginning at the Southeast corner of fractional Section 27, Township 12, Range 21; Thence West Twenty-eight (28) rods; thence North to Kennesaw River; Thence along the bank of the river in a Southeast direction to the East line of the Section; thence south on the section line to the place of beginning, containing Thirty (30) acres more or less.

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

And the said part Y of the first part do es hereby covenant and agree that at the delivery hereof she is the lawful owner 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 part of the first shall pay nothing during the life of this indenture, pay all taxes and assessments that may be levied or assessed against real estate when the same becomes due and payable, and that she will keep the buildings upon said real estate insured against fire and tornado in such manner as to insure the same for the full value thereof, and to pay the cost of such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party of the first shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the party 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 five from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-One 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 13 day of 19

According to the terms of _____ certain written obligation _____ for the payment of said sum of money, executed on the _____ day of _____ 19____
and by _____ its _____ terms made payable to the party _____ 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
party _____ of the first part shall fail to pay the same as provided in this indenture

And this conveyance shall be void if such payment 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 it, I promise, 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 payment of which this instrument is given, shall immediately mature and become due and payable at the option of the holder herein, without notice, and it shall be lawful for the said party, Y., of the second part,

to the possession of the said premises and all the improvements thereon in the manner prescribed by law and to have a receiver appointed to collect the rents and benefits accruing therefrom and to the said premises and any part thereof, in the manner prescribed by law 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 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 hereto.

IN WITNESS WHEREOF, The part Y of the first part has hereunto set her hand and seal the day and year last above written.

Alvena E. Dolisi (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 27th day of April A. D. 1931, before me, a
Notary Public in the aforesaid County and State, came

Alvena E. Dolisi, a single woman

Legal Seal

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 18th day of October 1932

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 9th day of December, 1942

L. E. Ely

The Lawrence Building and Loan Association

Comment:

This Release
was written
on the original
Mortgage
entered
this 14 day
of Dec.
1966
Hartland
Res. of Deeds