

MORTGAGE RECORD 76

Reg. No. 1579
Fee Paid, \$ 1.25

FROM
J. W. Stone
TO
Wm. T. Heron
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 26 day of
Sept. A. D. 19 31 at 2:09 P. M.
E. S. Combs
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this twenty sixth day of September, in the year of our Lord, one thousand nine hundred and thirty-one between J. W. Stone and Anna M. Stone his wife of Lawrence in the County of Douglas and State of Kansas part 1st of the first part, and Wm. T. Heron part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Five 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 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots One (1) and Two (2) in Fairgrounds Addition to the City of Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said part 1st of the first part thereon. 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances except a mortgage to the Lawrence Building and Loan Association for Twenty five hundred Dollars and that they warrant and defend the same against all parties making lawful claim thereon. 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 his 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 Five hundred DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 26th day of September 19 31 and by its 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 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 kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become void, 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 void, as provided herein, 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 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 part 2nd of the second part, on demand, to the first part 1st.

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

J. W. Stone (SEAL)
Anna M. Stone (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 26th day of September A. D. 19 31, before me, a Notary Public in the aforesaid County and State, came J. W. Stone and Anna M. Stone, 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 18th day of October 19 32

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 18th day of May, 1932

Wm. T. Heron Mortgagee. Owner.

This Release was written on the original mortgage; entered this 31st day of May 1932
Franklin Radin Reg. of Deeds