

MORTGAGE RECORD 76

Reg. No. 1897
Fee Paid, \$ 3.75

FROM

George H. Richardson and wife
TO

Jemima J. Waterson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of
July A. D. 19 32, at 11:30 o'clock A.M.By Elice E. Armstrong Register of Deeds.
Edward H. Waterson Deputy.

THIS INDENTURE, Made this 28th day of June, in the year of our Lord, one thousand nine hundred and thirty-two between

George H. Richardson and Alice M. Richardson, his wife,

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Jemima J. Waterson
part Y of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen 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 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 Northeast corner of the East 4 acres of the North 5 acres of the East half of the Northeast Quarter of the Northeast-quarter of Section 7, township 13 South and Range 20 East of the 6th P. M. thence South in and along the East line of the above described tract 101.2 feet, thence West 143.00 feet, thence North and parallel to the East line of the above described tract 101.95 feet to a point in the North line of the above described tract, thence East in and along said North line 143.00 feet to the place of beginning, less a strip along the North side and East side used as public highways, as shown in Survey No. 496 and filed in Book 3, Page 48, in the Office of County Surveyor, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.And the said part ies 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 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 ies 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 becomes 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of her interest. And in the event that said part ies 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 Y 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 Fifteen 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 28th day of June, 19 32and by ies terms made payable to the part 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 part 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 part ies of the first part shall fail to pay the same as provided in this indenture.

And the conveyance 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 lease on said real estate are not paid 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 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 instrument 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 Y 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 surplus, if any there be, shall be paid by the part Y making such sale, on demand, to the part ies.

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 parties of the first part have hereunto set their hands and seals the day and year last above written.

George H. Richardson (SEAL)

Alice M. Richardson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 7th day of July A. D. 19 32, before me, a

Myrtle McConnell in the aforesaid County and State, came

Legal George H. Richardson and Alice M. Richardson his wife,

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 23 day of January 1935 19

Myrtle McConnell
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 8th day of February 19 33

J. N. Johnson
Mortgage Owner.

THIS MORTGAGE
WAS FILED
ON THE ORIGINAL
MORTGAGE
ENTERED
THIS 12th day
of February
19 33
J. N. Johnson
Reg. of Deeds.

for entry see Book 78 Page 487