

MORTGAGE RECORD 76

Reg. No. 2056
Fee Paid, \$ 3.25

MORTGAGE RECORD 76

FROM

M. A. Gish et al
TO

Mrs. Lena Winger Safford

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16th day of
Jan A. D. 1933, at 10:30 o'clock A. M.By *E. D. Brunfield*Register of Deeds.
Deputy.THIS INDENTURE, Made this 21st day of October, in the year of our Lord, one thousand nine hundred and thirty two, between M. A. Gish (a single man), A. A. Gish, and Kate Lee Gish his wife

of Junction City in the County of Geary and State of Kansas parties of the first part, and Mrs. Lena Winger Safford part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirteen Hundred and no 100/100 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:

Lot thirteen (13), in Block twenty-six (26), Sinclairs Addition to the City of Lawrence.

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 were the lawful owner of the premises above granted, and seized 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 part 100 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 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 parties 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

Thirteen Hundred (\$1300.00) DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 21st day of October 1932.

and by said 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 100 of the first part shall fail to pay the same as provided in this indenture, 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 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 and premises, then the 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 part y of the second part or her attorney or

assessments 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 prescribed 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 first part 100.

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 100 of the first part has hereunto set hand and seal the day and year last above written.

M. A. Gish (SEAL)

A. A. Gish (SEAL)

Kate Lee Gish (SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Geary } ss.BE IT REMEMBERED, That on this 22nd day of Oct. A. D. 1932, before me, a

Notary Public in the aforesaid County and State, came

Legal M. A. Gish, single man, A. A. Gish and Kate Lee Gish, his wife

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.

Seal My commission expires on the 29th day of Apr. 1935.H. D. Brunfield
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 30 day of January 1933

Lena Winger Safford
Mortgagee. Owner.This Release
was filed in
the original
Mortgage
entered
on the 30 day
of January
1933*Harold A. Reed*
Reg. of Deeds.