

## MORTGAGE RECORD 76

Reg. No. 2144  
Fee Paid, \$ 1.75

FROM

Mary C. Hale, et al  
TO

Harry E. Sparks

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17<sup>th</sup> day of  
May A. D. 1933, at 11:45 o'clock A. M.*Emil S. Carrington*Register of Deeds.  
Deputy.

By

THIS INDENTURE, Made this 18<sup>th</sup> day of MARCH, in the year of our Lord, one thousand nine  
hundred and thirty three between Mary C. Hale, a single woman, Myrtle E. Hale, a single  
woman, and Nora M. Hale, a single woman,of Kansas City, in the County of Jackson and State of Missouri  
parties of the first part, and Harry E. Sparks part Y of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of  
SEVEN HUNDRED DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, have sold, and by this indenture do Grant, Bepain, 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:The North-East Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Nineteen (19), Township Fourteen (14), Range  
Twenty (20)

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  
sized 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 therein.

It is agreed between the parties hereto that the part Y 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 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  
his 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  
Seven hundred DOLLARS.according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 18<sup>th</sup> day of March 1933  
and by the same made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and due to secure any sum 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 covenantees 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 said premises, then the covenantees 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  
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 partto 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 wrongfully taken 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 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 more to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The part ies of the first part have hereunto set their hand and seal on the day and year last  
above written.

Mary C. Hale (SEAL)

Myrtle E. Hale (SEAL)

Nora M. Hale (SEAL)

(SEAL)

STATE OF MISSOURI  
COUNTY OF JACKSON ss.BE IT REMEMBERED, That on this 16<sup>th</sup> day of MAY A. D. 1933, before me, a  
in the aforesaid County and State, came Mary C. Hale, Myrtle E.

Legal Hale and Nora M. Hale

to me personally known to be the same person as 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 26<sup>th</sup> day of January 1937.

Alfred W. Ferrar 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 22<sup>nd</sup> day of March 1933*Harry E. Sparks* Mortgage. Count.Full Extension Agreement see  
Book 83 page 350This Release  
was written  
on the original  
Mortgage  
entered  
this 18<sup>th</sup> day  
of March  
1933  
By  
Harry E. Sparks  
Reg. of Deeds.