MORTGAGE RECORD 76

Reg. No. __2198__
Fee Paid, $ __8.25__

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.

FROM

William H. Martin & wife

TO

H. J. Hanna

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the __21st__ day of __July__ A. D. 19__33__, at __1:50__ o'clock __P.__ M.

Rus E Armstrong
Register of Deeds.

By_____ Deputy.

THIS INDENTURE, Made this __first__ day of __July__, in the year of our Lord, one thousand nine hundred and __thirty-three__, between **William H. Martin and Louise V. Martin, his wife,**

of __Lawrence__ in the County of __Douglas__ and State of __Kansas,__ part__ies__ of the first part, and __H. J. Hanna__ part__y__ of the second part.

WITNESSETH, That the said part__ies__ of the first part, in consideration of the sum of __Thirty-three Hundred and no/100 ($3300.00) - - - - - - - - - -__DOLLARS, to __them__ duly paid, the receipt of which is hereby acknowledged, ha__ve__ 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 Forty (40) rods West of the Northeast corner of the Northwest Quarter (NW¼) of Section Twenty-seven (27), Township Twelve (12), Range Nineteen (19); thence South Fifty (50) rods; thence West Eighty (80) rods; thence North Fifty (50) rods; thence East Eighty (80) rods to place of beginning, containing Twenty-five (25) acres.
ALSO, The Southwest Quarter (SW¼) of Section Twenty-two (22), Township Twelve (12), Range Nineteen (19), less a tract in the Southwest corner thereof described as follows: Beginning at the Southwest corner of the Southwest Quarter (SW¼) of Section Twenty-two (22), Township Twelve (12), Range Nineteen (19); thence running East on the South boundary line of said Quarter Section Twenty-four and 52/100 (24.52) chains to a stake in the center of road, bearing North and West; thence in the center of said road as traveled and worked North Eighteen and 1/4 (18¼) degrees West Six and 55/100 (6.55) chains; thence North Thirty-six (36) degrees, West Six and 06/100 (6.06) chains; thence North Twenty-six and 1/4 (26¼) degrees West Three and 03/100 (3.03) chains; thence North Forty-nine and one-half (49½) degrees West Seven and 57/100 (7.57) chains; thence North Forty-three and one-fourth (43¼) degrees West Six and 82/100 (6.82) chains; thence North Twenty-one and one-half (21½) degrees West Three and 03/100 (3.03) chains; thence North Thirty-nine and one-fourth (39¼) degrees West Three and 03/100 (3.03) chains; thence North Fifty-one and three-fourths (51 3/4) degrees West Five and 22/100 (5.22) chains to the West boundary line of said Section; thence South to the place of beginning, containing Forty-five and 22/100 (45.22) acres.

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__s__ of the premises above granted, and seised 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, to 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

__Thirty-three Hundred and no/100 ($3300.00) - - - - - - - - - -__DOLLARS, according to the terms of __one__ certain written obligation__ for the payment of said sum of money, executed on the __first__ day of __July__, 19__33__ and by __its__ 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 therein 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 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 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 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 __ 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 overplus, 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 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__ies__ of the first part ha__ve__ hereunto set __their__ hand__s__ and seal__s__ the day and year last above written.

_____ **William H. Martin** ____(SEAL)

_____ **Louise V. Martin** ____(SEAL)

_____(SEAL)

_____(SEAL)

STATE OF__KANSAS__ ⎫
COUNTY OF__DOUGLAS__ ⎬ ss.

BE IT REMEMBERED, That on this __20th__ day of __July__ A. D. 19__33__, before me, a __Notary Public__ in the aforesaid County and State, came__ **William H. Martin and Louise V. Martin, his wife,**

Legal

Seal

to me personally known to be the same person__s__ 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__ 27 day of__ January__ 19__35.__

F. C. Whipple
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 __12th__ day of __February__, 19__40__

H. J. Hanna
Mortgagee. ~~Owner.~~