

MORTGAGE RECORD 76

Reg. No. 2290
Fee Paid, \$ 4.50

FROM

Mary Labertha Palmer and husband
TO

Genevieve H. Chalkley

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8th day of
Dec. A. D. 1933, at 3:50 o'clock P. M.

Edna E. Amending

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this eighth day of December, in the year of our Lord, one thousand nine hundred and and thirty three between Mary Labertha Palmer and W R Palmer, her husbandof _____ in the County of _____ and State of _____
parties. of the first part, and Genevieve H. Chalkley (widow)WITNESSETH, That the said parties. of the first part, in consideration of the sum of
----- Eighteen hundred ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. ya sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party. 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 a point Two hundred twenty-five (225) feet South of the Southwest corner of Quincy (now Eleventh) Street and Ohio Streets in the City of Lawrence, thence West parallel with the South line of said Quincy Street, Two hundred fifty (250) feet; thence South parallel with the West line of said Ohio Street, Seventy-five (75) feet; thence East parallel with said South line of Quincy Street, Two hundred fifty (250) feet to the West line of Ohio Street; thence North on said West line of Ohio Street, Seventy-five (75) feet to the place of beginning, all in 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 are the lawful owner. And the premises above granted, and sold 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 parties. 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 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 party. of the second part, the loan, if any, made payable to the party. 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 party. 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
----- Eighteen hundred ----- DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 8th day of December 1933, and by its terms made payable to the party. 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 party. 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 party. 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 party. 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 surplus, if any there be, shall be paid by the party. making such sale, on demand, to the first parties.

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 thence 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 seal on the _____ day and year last above written.

Mary Labertha Palmer (SEAL)

W. R. Palmer (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 8th day of December A. D. 1933, before me, a _____ in the aforesaid County and State, came

Legal Mary Labertha Palmer and W R Palmer, her husband
to me personally known to be the same person, who executed the foregoing instrument and duly acknowledged the execution of the same.

Seal 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 _____ day of _____ 19____
My Commission Expires April 10, 1937

S. A. Wood 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 24th day of July 1942Genevieve H. Chalkley
Mortgagee. Owner.This release
was written
on the original
mortgageentered
this 13th day
of Sept.
1942Harold A. Buck
Rec. ind.