

MORTGAGE RECORD 76

Reg. No. 2500

Fee Paid, \$1.00

FROM

Frank Scott and wife
TO

Joseph Hoover

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3rd day of
Oct. A. D. 1934, at 9:25 o'clock A. M.*Chas. E. Brumberg*

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 25th day of Sept. in the year of our Lord, one thousand nine hundred and thirty four (1934) between Frank Scott & Leda Scott his wife

of Lone Star in the County of Douglas and State of Kans.

part 1st. of the first part, and Joseph Hoover

Lawrence, Kans.

part y. of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of
Four hundred (\$400) - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does 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 Southwest corner of the South half 1/2 of the Southwest quarter (1/4) of Sec. twenty four (24) Twp. fourteen (14) Range eighteen (18) thence N. on Sec. line 4.45 chains to center of County Road running E. & W; Thence along the center of said road, N 40.5 Deg. east 2.67 chains N 84.75 Deg. East 4.80 chains; Thence S 77.5 Deg. 8.88 chains; Thence S 80 Deg. E 1.30 chains; Thence South 40.25 Deg. E 5.80 chains to Sec. line; Thence W. on Sec. line 20 chains to place of beginning, being 11 1/2 a. more or less.

with the appurtenances and all the estate, title and interest of the said part 1st. 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 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 therein.

It is agreed between the parties hereto that the part 1st. 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 each sum and by each 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 1st. 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
Four Hundred (400) - - - - - DOLLARS,
according to the terms of 10 certain written obligation, for the payment of said sum of money, executed on the 25th day of Sept. 1934

and by these 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 y. 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 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.

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 draw to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal on the day and year last above written.

Frank Scott (SEAL)

Mrs. Leda Scott (SEAL)

(SEAL)

(SEAL)

STATE OF Kans.) ss.
COUNTY OF Douglas)BE IT REMEMBERED, That on this 25th day of Sept. A. D. 1934, before me, a
Legal Notary Public in the aforesaid County and State, cameFrank Scott and Leda Scott, his wife
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 3 day of Oct. 1936.

Bertha Ulrich

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 18th day of May 1938

Joseph Hoover
Mortgagee. Owner.This Release
was written
on the original
Mortgage
entered
this 18 day
of May
1938*Harold Red*
Notary of Deeds
Ruth Hildner
Deputy

SEARCHED	INDEXED
SERIALIZED	FILED
MAY 19 1938	
DOUGLAS COUNTY, KANSAS	