

MORTGAGE RECORD 76

Reg. No. 2504
Fee Paid, \$ 7.50

FROM

Walter R. Smith and wife
TO

Harriett E. Tanner

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5th day of
Oct. A. D. 1934, at 9:25 o'clock A. M.*Edw. E. Cunningham*

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 4th day of October, in the year of our Lord, one thousand nine hundred and thirty-four, between Walter R. Smith and Grace Woodward Smith, his wifeof Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Harriett E. TannerWITNESSETH, That the said parties of the first part, in consideration of the sum of
Three thousand and no/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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The East Thirty (30) feet of Lot Number Seven (7), and the West Fifty-five (55) feet of Lot Number Eight (8), in Block Two (2), West Hills.

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 owners of the premises above granted, and seized 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 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.

Three thousand and no/100 ----- DOLLARS.

According to the terms of one certain written obligation for the payment of said sum of money, executed on the 4th day of October 1934.

and by such 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 the 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 mortgage is not kept 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 money 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 of the second part, making such sale, on demand, to the first party of the first 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 inure 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, the day and year last above written.

Walter R. Smith (SEAL)

Grace Woodward Smith (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas } ss.BE IT REMEMBERED, That on this 5th day of October A. D. 1934, before me, a

Notary Public in the aforesaid County and State, came

Legal Walter R. Smith and Grace Woodward Smith 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 25th day of January 1938.

Geo. W. Kuhne 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 11th day of October 1937.Harriett E. Tanner
Mortgagee. Owner.This Release
was written
on the original
Mortgageentered
this 11th day
of October
1937Harriett E. Tanner
Reg. of Deeds
Deputy