

## MORTGAGE RECORD No. 79

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1,200.00 Twelve Hundred & No/100-----DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 23rd day of December 1940, to the order of said second party his heirs or assigns.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, 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 of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

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

Martha F. Shannon Hough Huggill  
Lewis Huggill

STATE OF KANSAS )  
Franklin County, ) SS.

BE IT REMEMBERED, That on this 23rd day of December A. D., 1935, before me, a notary public in and for said County and State, came Martha F. Shannon Hough Huggill and Lewis Huggill, her husband to me personally known to be the same persons 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.

H. E. DeTar  
Notary Public

(SEA) Commission expires Feb. 12, 1937

Recorded December 17, 1935 at 11:30 A.M.

Harold G. Beck Register of Deeds.

Receiving No. 1706

## MORTGAGE

THIS INDENTURE, Made this 20th day of December in the year of our Lord one thousand nine hundred and thirty-five between R. C. Jackson and Olivia Jackson, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and The Standard Life Association of Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of TWENTY THOUSAND \* \* \* (\$20,000.00) \* \* \* DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot No. 44 and South Half of Lot No. 42 on Vermont Street in the City of Lawrence, Kansas. Also all furniture, fixtures and equipment of whatsoever kind and nature on and within the building located on said lots.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said R. C. Jackson and Olivia Jackson, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of TWENTY THOUSAND DOLLARS, according to the terms of one certain promissory note this day executed by the said R. C. Jackson and Olivia Jackson, his wife to the said party of the second part; said note being given for the sum of TWENTY THOUSAND DOLLARS, dated December 20, 1935, due and payable in 1-2-3-4-5 years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee against loss by fire or tornado in the sum of Twenty Thousand DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof be and become an additional lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, its executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said R. C. Jackson, his heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

R. C. Jackson  
Olivia E. Jackson

This release  
was written  
on the original  
mortgage  
this day of Dec-  
ember, 1935.  
No. 422  
Fee Paid \$50.00

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released  
and the lien thereby created is discharged.  
As witness my hand this 20th day of December, A. D. 1936  
Attest:  
(Signed) The Standard Life Association  
By Notary Public  
H. E. DeTar

Recorded December 17, 1935  
H. E. DeTar  
Notary Public

Old within Mortgage having been paid in full, it is hereby  
released on this 20th day of December 1936  
H. E. DeTar