

# MORTGAGE RECORD No. 79

585

the taxes, or maintain insurance on the improvements on said real estate or maintain said improvements in a good state of repair, or maintain the land in a good state of fertility, as above provided, or in any other manner fail to live up to the terms of this contract, this contract shall then and there be forfeited at the option of the owners and, in case of such forfeiture, all the right, title and interest and right to possession of the above described real estate in the purchasers shall immediately cease and terminate and said purchasers agree to immediately give up the possession of said real estate, on demand.

EXECUTED in triplicate at Lawrence, Kansas, this 1 day of Aug., 1936.

Thomas H. Kennedy  
Erma J. Kennedy  
W. H. Sinks  
Nannie M. Sinks

STATE OF KANSAS )  
DOUGLAS COUNTY ) SS:

BE IT REMEMBERED that on this 1 day of Aug. 1936, before me, the undersigned, a Notary Public in and for said County and State, came Thomas H. Kennedy and Erma J. Kennedy, his wife, to me personally known to be the same persons who executed the within instrument of writing, 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.

Mary C. Morgan  
Notary Public

(SEAL) My Commission Expires Jan. 15, 1938

Recorded Aug. 1, 1936 at 11:30 A.M.

*W. A. Bink* Register of Deeds

Receiving No. 2795.

## MORTGAGE

Reg. No. 138  
Fee Paid \$10.00

THIS INDENTURE, Made this First day of November in the year of our Lord one thousand nine hundred and Thirty-Four between Maude G. Winter and Paul B. Winter, her husband of Lawrence, in the County of Douglas and State of Kansas, of the first part, and M. A. Gorrill of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of ~~FOUR THOUSAND~~ 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, his heirs and assigns forever, all that tract or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The East Half (SE $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Seventeen (17), Township Twelve (12), Range Nineteen (19).

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Maude G. Winter and Paul B. Winter, her husband do hereby covenant and agree that at the delivery hereof they 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 Four Thousand DOLLARS, according to the terms of a certain promissory note this day executed by the said Maude G. Winter and Paul B. Winter, her husband to the said party of the second part; said note being given for the sum of ~~FOUR THOUSAND~~ DOLLARS, dated November 1, 1934, due and payable in seven years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 14 coupons of \$100.00 dollars each 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, in the sum of ~~FOUR 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 part 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, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not, at the option of the party of the second part, his 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 M. A. Gorrill 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.

Signed, sealed and delivered in presence of

Maude G. Winter. (SEAL)  
Paul B. Winter. (SEAL)

For Assignment see Book 87 Page 47  
For Release see Book 87 Page 47