

Receiving No. 13

MORTGAGE RECORD 80

Reg. No. 2
Fee Paid; \$0.25

Receiving

FROM
Hila Lee and husband
TO
H. L. Chaffin

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 16 day of
January A. D. 1935, at 3:45 o'clock P. M.
By _____
Deputy.

THIS INDENTURE, Made this 16th day of January, in the year of our Lord, one thousand nine hundred and thirty five between Hila Lee and Thomas Lee, her husband
of Lawrence in the County of Douglas and State of Kansas
xxxxx of the first part, and H. L. Chaffin part of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Hundred and Forty five 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, to-wit:

Lots (14) Fourteen and (15) Fifteen in Addition Number (8) Eight in that part of the City of Lawrence, known as North Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Hila Lee and Thomas Lee xxxxxxxx do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted, and made 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 part 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 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 part of the second part, the loss, if any, made payable to the part of the second part to the extent of interest. And in the event that said part 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 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 and fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

DOLLARS

according to the terms of certain written obligation for the payment of said sum of money, executed on the day of 1935, and by terms made payable to the part 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 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 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 part 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 overplus, if any there be, shall be paid by the part making such sale, on demand, to 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 part of the first part has hereunto set hand and seal the day and year last above written.

STATE OF
COUNTY OF

BE IT REMEMBERED, That on this day of A. D. 1935, before me, I

to me personally known to be the same person 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.

My commission expires on the day of 1935.

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 day of 1935.

Mortgagee. Owner.

Harry C. Pippert

Lester Flory.

THIS INDENTURE
hundred and Thirty
Pippert and I

of Lawrence
parties of the first part,

WITNESSETH, That
which is hereby acknowledged
following described real estate

East
Lot
the

with the appurtenances and
And the said part of the first
of a good and indefeasible estate

and that they will warrant and defend
It is agreed between the parties
said real estate when the same become
as shall be specified and directed by
said part of the first part shall fail to
said taxes and insurance, or either,
fully repaid.

THIS GRANT is intended
Two Thousand and
according to the terms of one
and by its terms money
money advanced by the said part

shall fail to pay the same as provided
And this conveyance shall be void
or any obligation created thereby,
the buildings on said real estate are
and all of the obligations provided
without notice, and it shall be lawful
therein in the manner provided by
prescribed by law and out of all moneys
there be, shall be paid by the part.

It is agreed by the parties hereto
and be obligatory upon the heirs,
IN WITNESS WHEREOF,
written.

STATE OF Kansas
COUNTY OF Douglas

(Seal)

I, the undersigned owner
to enter the discharge of this