

MORTGAGE RECORD 80

Receiving No. 452

Reg. No. 87
Fee Paid, \$5.25

Receiving

FROM

Margaret Lynn, a single woman,
TO

Mrs. Lizzie I. Postlewait

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

April A. D. 1935, at 11:10 o'clock A. M.

H. A. D. 1935
Register of Deeds

By Deputy.

THIS INDENTURE, Made this twentieth day of April, in the year of our Lord, one thousand nine hundred and thirty-five, between Margaret Lynn, a single woman,

of Lawrence in the County of Douglas and State of Kansas,
party of the first part, and Mrs. Lizzie I. Postlewait, of Tarkio, in the County of Atchison, Missouri,
party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Twenty-five Hundred and no/100 (\$2500.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does 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 North One-half (N½) of Lot Nine (9) in Block Eight (8), Orend Addition, an Addition to the City of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and mind 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 thereto.

It is agreed between the parties hereto that the party 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 becomes due and payable, and that she will keep 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of her interest. And in the event that said party 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 party 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 Twenty-five Hundred and no/100 (\$2500.00) DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 20th day of April 1935.

and by its 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 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 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 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 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 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 inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The party of the first part has hereunto set her hand and seal the day and year last above written.

Margaret Lynn (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 20th day of April A. D. 1935, before me, a Notary Public in the aforesaid County and State, came

Margaret Lynn, a single woman, 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.

(SEAL) My commission expires on the 13 day of July 1936.

George Docking 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 , 19.

Mortgagee. Owner.

Richard

The Le

THIS INDENTURE
hundred and Thirtyof Lawrence
parties of the first partWITNESSETH,
Three Hundred
which is hereby acknowledged
following described real

with the appurtenances and

And the said parties
of a good and indefeasible estate

and that they will warrant and

It is agreed between the
said real estate when the same
as shall be specified and directed
said party of the first part
said taxes and insurance, or with
fully repaid.THIS GRANT is intended
Three Hundredaccording to the terms of one
and by its termsmoney advanced by the said party
shall fail to pay the same as pro
And this conveyance shall
or any obligation created thereby
the buildings on said real estate
and all of the obligations providedwithout notice, and it shall be la
thereon in the manner provided
prescribed by law and out of all
there be, shall be paid by the paIt is agreed by the parties
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

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