

## MORTGAGE RECORD 80

Reg. No. 158  
Fee Paid, \$1.00

Receiv ing No. 779

RAML BROS. STATIONERY CO., KANSAS CITY, MO. 87346

FROM

Margaret Frost, a widow

TO

Taylor S. Pennington

STATE OF KANSAS, DOUGLAS COUNTY. ss.

This instrument was filed for record on the 2nd day of

July ..... A. D. 1955, at 3:20 o'clock P. M.

Harold A. Beck  
Register of Deeds.

By \_\_\_\_\_ Deputy \_\_\_\_\_

THIS INDENTURE, Made this Second day of July, in the year of our Lord, one thousand nine hundred and thirty five between Margaret Frost, widow of Joseph D. Frost

of **Lawrence** in the County of **Douglas** and State of **Kansas**  
 part of the first part, and **Taylor S. Pennington, Jefferson County, Kas.**

WITNESSETH, That the said part y of the first part, in consideration of the sum of Four Hundred ----- DOLLARS, to her ----- duly paid, the receipt of which is hereby acknowledged, ha ----- sold, and by this indenture do ----- Grant, Bargain, Sell and Mortgage to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot One Hundred Seventy three (173) on Vermont Street in the City of Lawrence

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

And the said party Y of the first part do ss hereby covenant and agree that at the delivery hereof she is the lawful owner 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 thereto.

It is agreed between the parties hereto that the part y of the first part shall at all times during the life of this Indenture, pay all taxes and assessments which may be levied or assessed against said real estate when the same become due and payable, and that she will keep the buildings upon said real estate insured against fire and tornadoes in such and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of his interest. And in the event that said part y of the second 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 y of the second part may pay the same taxes, or insure, or sublet, and the amount so paid shall become a charge on the interest of said part y of the second part, and the interest of said part y of the second part shall be fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Four Hundred -- -- -- -- no/100 -- -- -- -- DOLLARS.

according to the terms of 2700 certain written obligation for the payment of said sum of money, executed on the 24th day of June 1985

money by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligations and also to secure any sum or sums of money and also to secure any sum or sums of money advanced by the said part y 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 y of the first part y shall fail to pay the same as provided in this indenture.

[illegible]

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

..... Mrs. Margaret Frost ..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

STATE OF KANSAS )  
COUNTY OF DOUGLAS ) ss.

BE IT REMEMBERED, That on this 2<sup>n</sup> day of July A. D. 19 35, before me, a  
Notary Public in the aforesaid County and State, came Margaret Frost, a widow

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.

(SEAL) My commission expires on the 19<sup>th</sup> day of April 19 39.

**Lorene M. McNeill** Notary Public.

**DET. WACH**  
**DET. WACH**

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 10th day of July, 1939.

This Release  
was written  
on the original  
Mortgage entered  
this 29th day  
of July  
1977  
Nard R. D.  
Reg. of Deeds.