

Receiving No. 1266

## MORTGAGE RECORD 80

Reg. No. 303

Fee Paid, \$10.00

FROM

Mabel O. Green, et vir  
TO

THE STANDARD LIFE ASSOCIATION

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of  
October A. D. 1935 at 10:15 o'clock A. M.

Harold A. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this tenth day of September, in the year of our Lord, one thousand nine hundred and thirty-five between Mabel O. Green, and Harry M. Green, her husband,

of Lawrence in the County of Douglas and State of Kansas,  
parties of the first part, and THE STANDARD LIFE ASSOCIATION, a corporation,  
Lawrence, Kansas,

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

FOUR THOUSAND DOLLARS, to them

which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Northeast Quarter of Section Four (4), Township Fourteen (14) Range Eighteen, and part of Southeast Quarter of Section Thirty-three (33), Township Thirteen (13), Range Eighteen (18), described vis: commencing at Northeast corner of said Quarter Section; thence south 110 rods; thence south 128 rods; thence west 50 rods; thence south 32 rods; thence east 160 rods; thence north 160 rods to place of beginning, containing 120 acres; and beginning at northwest corner of Southeast Quarter of Section Thirty-three (33), Township Thirteen (13), Range Eighteen (18); thence east 50 rods; thence south 128 rods; thence west 50 rods to west line of said quarter section; thence north 128 rods to place of beginning, less the following described tract of land, to-wit: Commencing at a point thirty-two rods south of Northwest corner of Southeast Quarter of Section Thirty-three (33), Township Thirteen (13), Range Eighteen (18); thence southeasterly up the center of the channel of Rock Creek, about 20 rods to a point about 12 rods east of the Quarter section line, between the Southeast Quarter and the Southwest Quarter of said Section; thence southwesterly up the center of the channel of said Creek to said west line of said southeast quarter; thence north on said line to the place of beginning in Douglas County, Kansas.

Also, commencing Forty (40) rods from the southeast corner on the east line of the Southwest Quarter of Section Thirty-three (33) in Township Thirteen (13), south of Range Eighteen (18) East, thence west to the center of Rock Creek channel, thence down said creek following the meanderings thereof until it strikes Charles Wright's land, recorded July 18th, 1888, in Book "A", Page 453, a point 80 rods south of the north line of said quarter section, thence east to the east line of said quarter section, thence south 40 rods to place of beginning, containing Seventeen (17) acres, more or less;

Also, commencing at a point 80 rods north of the Southeast corner of the Southwest Quarter of Section Thirty-three (33), in Township Thirteen (13), south of Range Eighteen (18) East, thence west to the channel of Rock Creek, thence down the center of the channel of said Creek to the east line of said Quarter Section, thence south on said Quarter Section line to the place of beginning, containing Five (5) acres, more or less;

Also, commencing at the northeast corner of the Southwest Quarter of Section Thirty-three (33), in Township Thirteen (13), south of Range Eighteen (18) East, thence west about 29 rods to the middle of the channel of Rock Creek, thence up and following the center of said Creek to a point in the east line of said Quarter Section, to a point thirty-two rods south of the northeast corner of said Quarter Section, thence north to place of beginning, containing Four (4) acres and about 6 rods.

With the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and sealed 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 thereon.

It is agreed between the parties hereto that the part 1st 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 they 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 part 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of its interest. And in the event that said part 1st 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 2nd of the second part may pay said taxes and insurance, or other, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 6% from the date of payment until fully repaid.

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

Four Thousand Dollars

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 10th day of September, 1935, and by its terms made payable to the part 2nd 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 1st of the first part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if each 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 water 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 part 2nd 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 2nd of the second part to the part 1st of 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 1st of the first part has hereunto set their hand and seal the day and year last above written.

Mabel O. Green (SEAL)

Harry M. Green (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS ss.

BE IT REMEMBERED, That on this 3 day of October A. D. 1935, before me, a Notary Public in the aforesaid County and State, came

Mabel O. Green and Harry M. Green, her husband,

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 25 day of March 1937

R. M. Fitzpatrick

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 24th day of April 1935.

(Capless)

The Standard Life Association  
Mortgage Owner  
By Martin Miller Treasurer

This release  
was written  
on the original  
mortgage

Witnessed  
this 24th day  
of April  
1935

Harold A. Beck  
Reg. of Deeds

Notary