

MORTGAGE RECORD 80

Reg. No. 426
Fee Paid, \$0.75

Receiving No. 1716

FROM
Roy Hegeman and Mabel Hegeman, husband & wife
TO
Robert Ridley

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 23 day of
December A. D. 1935, at 4:00 o'clock P. M.
Harold A. Bush
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this twenty third day of December, in the year of our Lord, one thousand nine hundred and thirty five, between Roy Hegeman and Mabel Hegeman, husband and wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Robert Ridley part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred 00/100 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 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:

Commencing at a point on the North line of the Northwest Quarter (1/4) of Section Seven (7), Township Thirteen (13) South of Range Twenty (20) East of the 6th P. M., Fifty five (55) feet East of the Northeast corner of an acre and 1/4 tract owned by the Township of Wakarusa, (said Tract being described in a deed to said Township recorded in Deed Book 43, page 237); thence South parallel to the East line of said Wakarusa Township tract, 20 rods; thence East parallel with the said North line of said Quarter (1/4) Section, 55 feet; thence North 20 rods parallel with the East line of said Wakarusa Township Tract to the said North line of said Quarter (1/4) section; thence West along the North line of said Quarter (1/4) section, 55 feet to the point of beginning

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and mine of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance whatsoever

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 parties 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 upon 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 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 the said part ies 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 y 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 Three hundred 00/100 DOLLARS according to the terms of 019 certain written obligation for the payment of said sum of money, executed on the 23rd day of December A. D. 1935 and by its terms made payable to the part y 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 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 ies 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 payment 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 part y of the second part or assigns 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 part y making such sale, on demand, to the first part ies.

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 bind them, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year last above written.

Roy Hegeman (SEAL)

Mabel Hegeman (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 23rd day of December A. D. 1935, before me, a Notary Public in the aforesaid County and State, came Roy Hegeman and Mabel Hegeman, husband and wife

to me personally known to be the same person s 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 22nd day of March 1938 T. J. Sweeney Jr. 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 3rd day of April 1937 Robert Ridley

Mortgagee. Owner.

This Release was written on the original Mortgage entered this 23rd day of April 1937 Harold A. Bush Reg. of Deeds. Deputy

Receiving No. 1

Mildred Ogden

Lawrence Nation

THIS INDENTURE
hundred and Thir
and Lee Weidle

of Lawrence
parties of the first part

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred (\$500) 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 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 Twenty-three
Lawrence, Kansas

with the appurtenances and

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and mine of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance whatsoever

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 parties 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 upon 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 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 the said part ies 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 y 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.

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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 bind them, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year last above written.

STATE OF Kansas

COUNTY OF Douglas

SEAL

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 3rd day of April 1937 Robert Ridley

Mortgagee. Owner.