

Receiving No. 1937

MORTGAGE RECORD 80

Reg. No. 486-

Fee Paid, \$1.25.

FROM

Charles A. Pieratt and Edith Pieratt, his wife
TO

Lydia A. Pieratt

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of
February A. D. 1936, at 1:00 o'clock A. M.Harold A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this Tenth day of February, in the year of our Lord, one thousand nine
hundred and Thirty-six (1936) between Charles A. Pieratt and Edith Pieratt, his wifeof Lawrence in the County of Douglas and State of Kansas
part 108 of the first part, and Lydia A. PierattWITNESSETH, That the said parties of the first part, in consideration of the sum of
Five hundred & 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 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:The North Twenty-five (25) feet of the South Fifty (50) feet of Lot Numbered Fourteen (14),
Block Sixteen (16) in Babcocks Enlarged Addition to the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized
of a good and indefeasible estate of inheritance, 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 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 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of her interest. And in the event that
said parties 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 until
paid.THIS GRANT is intended as a mortgage to secure the payment of the sum of
Five hundred & No/100 - - - - - DOLLARS.

according to the terms of 1 certain written obligation for the payment of said sum of money, executed on the 10th day of February 1936

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 108 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 part Y of the second part - OR assigns - to take possession of the said premises and all the improvements
therein 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 108.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 parties of the first part have hereunto set their hand and seal on the day and year last above
written.

Charles A. Pieratt (SEAL)

Edith Pieratt (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
COUNTY OF DouglasBE IT REMEMBERED, That on this 10th day of February A. D. 1936, before me, a
Frank E. Banks in the aforesaid County and State, came

Charles A. Pieratt and Edith Pieratt, his wife

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 8th day of November 1938.

Frank E. Banks

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 23rd day of April 1936.Lydia A. Pieratt
Mortgagee. Owner.This Release
was filed on
the original
Mortgage
this 23rd day
of April
1936Harold A. Beck
Reg. of Deeds
Karl W. Beck
Deputy