

MORTGAGE RECORD 80

Reg. No. 719 /
Fee Paid, \$0.50,

Receiving No. 2748

Receiving No.

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of July A. D. 19 36, at 3:00 o'clock P. M.

Donald W. Anderson Lily F. Anderson
TO
Porter C. Bond

By *Harold A. Beck* Register of Deeds
Deputy.

THIS INDENTURE, Made this 2nd day of March, in the year of our Lord, one thousand nine hundred and thirty-six (1936) between Donald W. Anderson and Lily Anderson, his wife

of Lone Star in the County of Douglas and State of Kansas
part.ies of the first part, and Porter C. Bond, part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two hundred twenty-five dollars (\$225.) 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:

Douglas

Beginning 70 rods south of the northeast corner of the northeast quarter of section one (1) Twp. fourteen (14) Range eighteen (18) east of the sixth meridian Kansas; thence running west sixteen rods (16); thence in southeasterly direction along the east line of road #175; ninety two (92) rods, more or less. to the southeast corner of said quarter section. Thence north along the east line of said quarter section to place of beginning.

Containing six (6) acres more or less, reserving thereout and therefrom a right of way sixteen (16) feet wide across the north side of said property, same to be perpetual, all in Douglas Co. Kans.

with the appurtenances and all the estate, title and interest of the said part.ies 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 intend of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

and that they warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part.ies 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 they 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 that 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 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 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two hundred twenty five DOLLARS according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 2nd day of March 19 36 and by these 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 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 it 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 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 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 the day and year last above written.

Donald W. Anderson (SEAL)
Lily F. Anderson (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, That on this 8th day of June A. D. 19 36, before me, a Notary Public in the aforesaid County and State, came Donald W. Anderson & Lily F. Anderson his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) 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 4th day of May 19 37.

W. H. Ulrich 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 9 day of April 1943.

Porter C. Bond
Box 930 A R. 1. Doung Co. Mortgagee. Owner.

This Release was written on the original Mortgage entered this 12th day of April 1936
Harold A. Beck
Reg. of Deeds.

William F. Bryan
Lawrence Natio
THIS INDENTURE
hundred and thirty-six
of Lawrence
part.ies of the first part,
WITNESSETH, Th
Three hundred
which is hereby acknowledged
following described real est

Beginning at a part of the City of said Block feet to the Block one hundred and Block Nine (9)

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 intend of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.
and that they warrant and defend the same against all parties making lawful claim therein.
It is agreed between the parties hereto that the part.ies 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 they 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 that 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 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 10% from the date of payment until fully repaid.
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STATE OF Kansas)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, That on this 8th day of June A. D. 19 36, before me, a Notary Public in the aforesaid County and State, came Donald W. Anderson & Lily F. Anderson his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) 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 4th day of May 19 37.

W. H. Ulrich Notary Public

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 9 day of April 1943.

Porter C. Bond
Box 930 A R. 1. Doung Co. Mortgagee. Owner.