

Receiving Nol. 2778

## MORTGAGE RECORD 80

Reg. No. 730

Fee Paid, \$ 25.00

FROM

R. C. Miller & Lois H. Miller husband & wife  
TO

Julius Marks

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31 day of  
July A. D. 1936, at 1:50 o'clock P. M.Harold A. Beck  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this thirty first day of July  
hundred and thirty six between R. C. Miller and Lois H. Miller, husband and wifeof Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and Julius MarksWITNESSETH, That the said parties of the first part, in consideration of the sum of  
Ten thousand 00/100 part y of the second part.  
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 Number Thirty-five (35) on Massachusetts Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said parties 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 owner of the premises above granted, and seized  
of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

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

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 becomes 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 that  
said part y 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  
fully repaid.

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

Ten thousand 00/100 - - - - - DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 31st day of July 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 y 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  
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  
provided 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 therein, and the overplus, if any  
there be, shall be paid by the part y making such sale, on demand, to the first part 1936.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.

R. C. Miller (SEAL)

Lois H. Miller (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 31st day of July A. D. 1936, before me, a  
Notary Public in the aforesaid County and State, came

R. C. Miller and Lois H. Miller, husband and 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 22nd day of March 1938.

T. J. Swagney 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 9th day of February 1939Julius Marks  
Adelle M. Thompson  
MortgageeThis Release  
was written  
on the original  
Mortgage  
entered  
this 2nd day  
of Feb  
1939  
Harold A. Beck  
Reg. of Deeds  
Kansas