

FROM

George T. Grant
TO

Rosa A. Rucker

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of
October A. D. 1936, at 11:50 clock A. M.

Nardis A. Brand
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 21 day of September
hundred and Thirty Six between George T. Grant, a single man, in the year of our Lord, one thousand nine

of Lawrence in the County of Douglas and State of Kansas
part y of the first part, and Rosa A. Rucker

WITNESSETH, That the said part y of the first part, in consideration of the sum of part y of the second part.
One Hundred and Forty and no/100 - - - - - DOLLARS, to him duly paid, the receipt of
which is hereby acknowledged, he \$ 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:

Beginning Thirty (30) feet west of the northeast corner of the the northwest quarter of
Block Eleven (11) in that part of the city known as North Lawrence, thence west Party
Seven (47) feet, thence south One Hundred Forty Two and One-Half (142½) feet, thence
East Forty Seven (47) feet, thence north One Hundred Forty Two and One-Half feet to
place of beginning.

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

And the said part y of the first part do \$ hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, 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 part y 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 he 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 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 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
One Hundred and Forty and no/100 - - - - - DOLLARS,
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 21st day of September 19 36
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 the mortgagee 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 be 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 the mortgagee 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 by this commission of the said premises and all the improvements thereon 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 thereto, and the surplus, if any there be, shall be paid by the part y of the second part, on demand, to the first part y.

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: his heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part y of the first part has hereunto set his hand and seal the day and year last above written.

George T. Grant (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 21 day of September A. D. 19 36, before me, a Notary Public in the aforesaid County and State, came George T. Grant

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 25th day of July 19 39.
John W. Brand 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 2 day of Aug 19 39

Rosa A. Rucker
Mortgagee. Owner.

This Release was written on the Original Mortgage. Entered this 2 day of Aug 19 39. *Nardis A. Brand* Reg. of Deeds. *Rosa A. Rucker* Disch.