

Receiving No. 4479

## MORTGAGE RECORD 80

Reg. No. 1105

Fee Paid, \$ 10.00

MPL. INDEMNITY INSURANCE CO., KANSAS CITY, MO. 64106

FROM

Homer D. Allison and wife, and

Hugo C. Rumsey & wife,  
TO

J. C. Rumsey &amp; W. A. Dunnire

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of  
June A. D. 19 37, at 11:30 o'clock A. M.

Narrol G. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this sixth day of December, in the year of our Lord, one thousand nine hundred and thirty-four between Homer D. Allison and Lucille E. Allison, his wife and Hugo C. Rumsey and Dorothy M. Rumsey, his wife,

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and J. C. Rumsey and W. A. Dunnire

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four Thousand and no/100 (\$4000.00) - - DOLLARS, to them which is hereby acknowledged, he ~~ve~~ sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at an iron pin 626.35 feet East and 625.5 feet South of the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Six (6), Township Thirteen (13), Range Twenty (20), said point being in the center of Learnard Avenue, also being the Northeast corner of the tract of land described as follows: The South Six (6) acres of the South Ten (10) acres of the North Fifteen (15) acres of the West Nineteen (19) acres of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section Six (6), thence West parallel with the North line of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Six (6), Township Thirteen (13), Range Twenty (20) E., 260 feet to an iron pin, thence South parallel with Learnard Avenue 260 feet to an iron pin, thence East Parallel to the North line of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Six (6) 260 feet to an iron pin in the center of Learnard Avenue, thence North along center line of Learnard Avenue 260 feet to point of beginning, said tract containing One and 492/1000 acres, more or less.

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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

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 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of their 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 parties 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 Four Thousand and no/100 - - DOLLARS,

amounting to the terms of ONE certain written obligation for the payment of said sum of money, executed on the sixth day of December 19 34

and by its terms made payable to the parties 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 parties 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 parties 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 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 parties 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 overplus, if any, then be shall be paid by the parties of the first part to the parties of the second part.

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 binding 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.

Homer D. Allison (SEAL)

Lucille E. Allison (SEAL)

Hugo C. Rumsey (SEAL)

Dorothy Rumsey (SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 6th day of December A. D. 19 34, before me, a Notary Public in the aforesaid County and State, came Homer D. Allison and

Lucille E. Allison, his wife, and Hugo C. Rumsey and Dorothy M. Rumsey, his wife, to me personally known to be the same persons 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 27 day of January 19 35

F. C. Whipple 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 14th day of January 19 37

(Corp Seal)

By George Becking  
Mortgagee. Owner.

This Release was written on the original Mortgage entered this 16th day of February 19 37  
Jesse H. Beck  
Notary of Deeds  
Ruth Hilder  
Deputy