

Receiving No. 7015

MORTGAGE RECORD 80

Reg. No. 1708
Fee Paid, \$ 2.50

FROM
Mary J. Hines
Nancy Ann Hines
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 12 day of
December A. D. 19 38, at 2:30 o'clock P. M.
Harold D. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this Twenty-Second day of November
hundred and Thirty-Eight, between Mary Jane Hines, single, and Nancy Ann Hines, single,
of Lawrence in the County of Douglas
part 1st of the first part, and Julius Marks, of the same place, and State of Kansas

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
One Thousand - - - - - 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 Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section Twenty Nine (29) and the Right of Way along
the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section Twenty Nine (29), being One rod wide along the
East side of above described tract of land, all in Township Thirteen (13) South of Range
Twenty (20), East of the Sixth Principal Meridian,
Also the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section Twenty Nine (29), excepting therefrom
a strip about One Rod in width from the West side of said tract West of the center of the
Orange Hedge containing about One-half ($\frac{1}{2}$) acre, also a strip of land 84 feet in
width from the West side of the Northeast Quarter of the Southeast Quarter of Section Twenty
Nine (29), all in Township Thirteen (13) South of Range Twenty (20) East of the Sixth
Principal Meridian.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.
And the said part 1st 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 defend
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 thereon.
It is agreed between the parties hereto that the part 1st 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 loan, if any, made payable to the part Y of the second part to the extent of their interest. And in the event that
said part 1st of the first part shall fail to pay such taxes when the same become due and payable and to keep said buildings 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
they are paid.
THIS GRANT is intended as a mortgage to secure the payment of the sum of
One Thousand - - - - - DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 22nd day of November 19 38
and by it is 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 1st 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 loan on said real estate are not paid when the same become due and payable, or if the loan is not kept up, as provided herein, or if
said part 1st of the first part 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 his 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 thereto, and the surplus, if any
there be, shall be paid by the part 1st of the first part, making such sale, on demand, to the first part Y 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 obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st of the first part have hereunto set their hands and seal on the day and year last above
written.

Mary Jane Hines (SEAL)
Nancy Ann Hines (SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 12th day of December A. D. 19 38, before me,
F. C. Whipple in the aforesaid County and State, came
Mary Jane Hines and Nancy Ann Hines

(SEAL) 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.

My commission expires on the 27th day of January 19 39
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 24th day of June 1942

Julius Marks
Mortgage. Owner.

This Release
was written
on the original
Mortgage -
entered
this 25th day
of June
1942
Harold D. Beck
Reg. of Deeds.