

MORTGAGE RECORD 80

Reg. No. 1791
Fee Paid, \$ 8.00

Receiving No.

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of

March A. D. 1939 at 3:50 o'clock P. M.

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this fourteenth day of January, in the year of our Lord, one thousand nine hundred and thirty-nine, between Homer D. Allison and Jessie L. Allison, his wife and Liebe V. Armstrong and Lucius J. Armstrong, her husband,

of Lawrence in the County of Douglas and State of Kansas
part 1cs of the first part, and Frank E. Nemes or Lillian I. Nemes, payable to either or survivor.
part 1cs of the second part.

WITNESSETH, That the said part 1cs of the first part, in consideration of the sum of Three thousand two hundred and no/100 (\$3,200.00) - - - - - DOLLARS, to them which is hereby acknowledged, ha VE sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 1cs 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 of Section 6, Twp. 13, Range 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 6 acres of the South 10 acres of the North 15 acres of the West 19 acres of the Northwest Quarter of the Southeast Quarter of Section 6, thence West parallel with the North line of the Southeast Quarter of Section 6, Twp. 13, S., Range 20 E., 260 feet to an iron pin, thence South parallel with Learnard Avenue 250 feet to an iron pin, thence East parallel to the North line of the Southeast Quarter of Section 6, 260 feet to an iron pin, in the center of Learnard Avenue, thence North along center of Learnard Avenue 250 feet to point of beginning; said tract containing 1.492 acres more or less, with all the appurtenances and all the estate, title and interest of the said parties of the first part therein.

with the appurtenances and all the estate, title and interest of the said part 1cs of the first part therein.

And the said part 1cs 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 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 1cs 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 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 1cs of the second part, the loss, if any, made payable to the part 1cs of the second part to the extent of their interest. And in the event that said part 1cs 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 1cs 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 Three thousand two hundred and no/100 - - - - - DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 14th day of January 19 39 and by its terms made payable to the part 1cs 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 1cs of the second part to pay for any insurance to discharge any taxes with interest thereon as herein provided, in the event that said part 1cs 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 provided, 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 1cs 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 due, to pay of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part 1cs making such sale, on demand, to the first part 1cs.

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 1cs of the first part ha VE hereunto set their hand and seal s the day and year last above written.

Homer D. Allison (SEAL)

Jessie L. Allison (SEAL)

Lucius J. Armstrong (SEAL)

Liebe V. Armstrong (SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS

ss.

BE IT REMEMBERED, That on this 3rd day of March A. D. 19 39, before me, a

Notary Public in the aforesaid County and State, came Homer D. Allison and Jessie

L. Allison his wife, and Liebe V. Armstrong and Lucius J. Armstrong, her husband, to me personally known to be the same person s 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 13th day of July 19 40.

George Docking, 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 5th day of July 19 40.

Witness
Bess Hamilton

Frank E. Nemes
Lillian I. Nemes
Mortgagee. Owner.

This release was written on the original mortgage

entered this 5th day of July 19 40

Harold A. Beck
Reg. of Deeds

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