

Receiving No. 7481 <

MORTGAGE RECORD 84

Reg. No. 1805 <
Fee Paid, \$ 5.25

Receiving

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of March A. D. 19 39, at 1:30 o'clock P. M.

By *Harold A. Beck* Deputy.

Reuben A. Beck and Nancy A. Beck, his wife
TO
Frank E. Atwood and William G. Atwood

THIS INDENTURE, Made this first day of July, in the year of our Lord, one thousand nine hundred and thirty-eight (1938) between Reuben A. Beck and Nancy A. Beck, husband and wife,

of Alhambra in the County of Los Angeles and State of California
parties of the first part, and Frank E. Atwood and William G. Atwood of
Carrollton, Missouri parties of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two Thousand sixty-three and 21/100 DOLLARS, to them day paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The north forty-five (45) feet of Lot Number One Hundred Fifty-six (156), (on Rhode Island Street) in the City of Lawrence, according to the recorded plat thereof.

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

And the said part 2nd 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 of a good and indefeasible estate of habitation therein, free and clear of all incumbrances, except mortgage to The Mansfield Finance Corporation filed for record in the Office of the Recorder of Deeds of Douglas Co., Kan., May 16, 1927, 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 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 the party 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 2nd of the second part, the law, if any, made payable to the part 1st of the first 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 premises insured as herein provided, then the part 2nd 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 Two Thousand sixty-three and 21/100 DOLLARS, according to the terms of TWO certain written obligations, for the payment of said sum of money, executed on the first day of July, 19 38, and by their terms made payable to the part 2nd of the second part, with all interest thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 2nd of the second part to pay for any repairs or to discharge any taxes, with interest thereon, payable in the first year of the term of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall 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 2nd 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 thereon; 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 surplus, if any there be, shall be paid by the part 1st of the first part, on demand, to the first part 1st.

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 hand and seal, the day and year last above written.

Reuben A. Beck (SEAL)

Nancy A. Beck (SEAL)

(SEAL)

STATE OF California } ss.
County of Los Angeles }

BE IT REMEMBERED, That on this 8th day of Sept. A. D. 19 39, before me, a Notary Public in the aforesaid County and State, came Reuben A. Beck and Nancy A. Beck, husband and wife,

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 8th day of Sept. 19 39.

Re L. Arnold 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 June, 19 42.

Frank E. Atwood Mortgagee.
William G. Atwood Owner.

This Release was written on the original mortgage as written on this day of June, 19 42.

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STATE OF County of

(SEAL)

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