

MORTGAGE RECORD 84

FROM
Marie G. Ridgway
 TO
Gertrude E. Stevenson

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 28 day of
April A. D. 19 39, at 11:25 o'clock A. M.
Harold O. Beck
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this twenty-eighth day of April, in the year of our Lord, one thousand nine hundred and thirty-nine between Marie G. Ridgway and Mary M. Ridgway, his wife

of Lawrence In the County of Douglas and State of Kansas
 part Y of the first part, and Gertrude E. Stevenson
 part Y of the second part.

WITNESSETH, That the said part _____ of the first part, in consideration of the sum of
Six Hundred DOLLARS, to them duly paid, the receipt of
 which is hereby acknowledged, ha Y s. s. 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:

Lot fifteen (15) and the west one-half Lot Thirteen (13) and the east one-half
 of Lot Seventeen (17) all in Block Eighteen (18) in that part of the city of
 Lawrence, known as West Lawrence

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 108 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 of a good and indefeasible estate of thirty years and clear of all incumbrance except a mortgage to The Lawrence Building
and Loan Association for One Thousand dollars
 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 108 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 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 party _____ of the second part, the less, if any, made payable to the part Y of the second part to the
 extent of 100% interest. And in the event that said part 108 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 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
Six Hundred DOLLARS.
 according to the terms of _____ certain written obligation _____ for the payment of said sum of money, executed on the 28th day of April 19 39,
 and by it _____ 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 108 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 covered 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 part Y of the second part Y
 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 surplus, if any there be, shall be paid by the part Y
 making such sale, on demand, to the first part 108.
 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 108 of the first part ha Y hereunto set their hands and seal s _____ the day and year last above
 written.

Marie G. Ridgway (SEAL)

Mary M. Ridgway (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Kansas
 County of Douglas ss.

BE IT REMEMBERED, That on this 28th day of April A. D. 19 39, before me, a
Notary Public in the aforesaid County and State, came
Marie G. Ridgway and Mary M. Ridgway, his wife

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 18th day of October 19 40.

I. C. Stevenson
 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 4th day of December 19 40.

Gertrude E. Stevenson
 Mortgagee. Owner.

This Release
 was written
 on the original
 Mortgage
 and is
 the only
 copy of
 the Release
 1940
Harold O. Beck
 Reg. of Deeds.

J. L.

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