

MORTGAGE RECORD 84

Reg. No. 2082

Fee Paid, \$ 2.50

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14th day of

October _____ A. D. 19 39, at 11:35'clock A. M.

Harold A. Beck

Register of Deaths.

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Depu?y.

THIS INDENTURE, Made this 14th day of October, 1911, in the year of our Lord, one thousand nine hundred and Thirteen, between

T. J. Leasure and Eugenia Lauck Leasure, his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Annie L. Keeler

part V of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand and no/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VO s:ld, 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 49, Vermont Street, City of Lawrence, Kansas.

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

And the said part 100 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 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 parties 18 of the first part shall at all times during the life of this Indenture, pay all taxes and assessments that may be levied or assessed against said real estate or upon 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 first of the second part, the box, if any, made payable to the party Y of the second part to the extent of her interest. And in the event that said party 18 of the first part shall fail to pay such taxes and assessments and payable and to keep said premises insured as herein provided, then the party 18 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 6% from the date of payment until fully paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of One Thousand and no/100 - - - - - DOLLARS according to the terms of a certain written obligation _____ for the payment of said sum of money, executed on the 14th day of October, 1939, and by its terms made payable to the party 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 party 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 parties of the first part shall fail to pay the same as provided in this indenture _____

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 terminate, and all the rights herein provided for in said written obligation, for the security of which this instrument is given, shall immediately terminate, and the title shall revert to the obligor.

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 from the said premises hereby granted, or any part thereof, in the manner prescribed by law and out of all money 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 part X for 100

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 parties of the first part have hereunto set their hands and seal on the day and year last above written

T. J. Leasure (SEAL)

Eugenia Lauck Leasure (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
County of Douglas }

BE IT REMEMBERED, That on this 14th day of October A. D. 19 39, before me, a
Notary Public in the aforesaid County and State, came

T. J. Leasure and Eugonia Lauck Leasure his 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 herunto subscribed my name, and affixed my official seal on the day and year last above written. 3rd day of October 19 40.

(SEAL)

My commission expires on the 3rd day of October 19 40

ARTHUR S. PECK
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 12th day of February, 1942.

of February
Annie L. Keeler

Mortgage. Owner

This Release
was written
on the original
Mortgage
entered
this 12th day
of February
1942

Harold A. Bee
Reg. of Deeds