

Receiving No. 8991

## MORTGAGE RECORD 84

Reg. No. 2114  
Fee Paid, \$ .75

FROM  
Otis L. Castle  
TO  
J. L. Constant

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 13 day of  
November A. D. 1939, at 2:30 o'clock P. M.  
Ward A. Edger  
Registrar of Deeds,  
Proputy.

THIS INDENTURE, Made this 22nd day of September, in the year of our Lord, one thousand nine hundred and thirty nine, between  
Otis L. Castle and Ann E. Castle his wife  
of Lawrence in the County of Douglas and State of Kansas  
part 108 of the first part, and  
J. L. Constant part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Two hundred sixty one & 17/100 DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, have granted, 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 north one-half of the east one-half of Lot 8 in Morland Place, an addition to  
the City of Lawrence, Douglas County, Kansas

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof, the lawful owner of the premises above granted, and seise of a good and lawfully inheritable estate therein, free and clear of all incumbrance except a prior mortgage in the sum of Thirteen hundred eighty eight & 83/100 dollars

It is agreed between the parties hereto that the part Y of the second 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 law, if any, made payable to the part Y of the second part to the extent of his 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 Two hundred sixty one & 17/100 (\$266 17/100) DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 22nd day of September, 1939, and by 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 covenant 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 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 covenant shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said mortgage, 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

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 Y making such sale, on demand, to the first parties.

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 there to 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 have hereunto set their hands and seals the day and year last above written.

Otis L. Castle (SEAL)

Ann E. Castle (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 22 day of Sept. A. D. 1939, before me, a Notary Public in the aforesaid County and State, came Otis L. Castle and Ann E. Castle

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 2 day of June 1943.

Elizabeth Edger  
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 30 day of July, 1946.

J. L. Constant

Mortgagee. Owner.

This release was written on the original mortgage

entered this 2 day of August 1946

Ward A. Edger  
Reg. of Deeds

Deeds