

FROM
TO
February 27, 1940, at 9:55 o'clock A.M.
Register of Deeds.
By
THIS INDENTURE, Made this Twenty-seventh day of February, 1940, in the year of our Lord, one thousand nine hundred and Forty (1940) between Anna Marie Stone and J. Wm. Stone, Husband and wife of Lawrence in the County of Douglas and State of Kansas part 105 of the first part, and Ruth E. Hamilton party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, 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:

Beginning at a point 265.5 feet East of the West line and 1014 feet South of the North West corner of the North East Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence South 118 feet, thence East 46 feet, more or less to the land conveyed to Thomas H. Chandler by deed recorded in Book 105, Page 37 of the records of Douglas County, Kansas, thence North 118 feet, thence West 46 feet, more or less to the place of beginning, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 105 of the first part therein.

And the said part 105 of the first part do hereby covenant and agree that at the delivery hereof, the lawful owner of the premises above granted, and settled of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 105 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of the interest. And in the event that said part 105 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.

THAT GRANT is intended as a mortgage to secure the payment of the sum of

One Thousand DOLLARS according to the terms of certain written obligation for the payment of said sum of money, executed on the 27th day of February, 1940, and by its 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 105 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 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 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 prescribed by law and out of all moneys arising from such sale making such sale, on demand, to the part 105.

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 105 of the first part have hereunto set their hand and seal the day and year last above written.

Anna Marie Stone (SEAL)

J. Wm. Stone (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 27th day of February, A. D. 1940, before me, a Notary Public in the aforesaid County and State, came Anna Marie Stone and J. Wm. Stone, Husband and wife

to me personally known to be the same person as 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.

(SEAL) My commission expires on the 12th day of August, 1941.

Gene Glahn
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 day of 19

Mortgagee. Owner.

For Release of mortgage see Book 152 page 471