

Receiving No. 10578

## MORTGAGE RECORD 84

Reg. No. 2374

Fee Paid, \$11.25

FROM  
C. F. Nelson & wife  
 TO  
Charline Fitzpatrick  
 STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 5 day of  
August A. D. 1940, at 1:45 o'clock P. M.  
Harold D. Sweeney  
 Register of Deeds.  
 By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this fifth day of August, in the year of our Lord, one thousand nine hundred and forty between  
C. F. Nelson and Hearty Brown Nelson, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
 parties of the first part, and Charline Fitzpatrick  
 party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of  
Forty five hundred 00/100 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 party of the second part,  
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The East 70 feet of the following described tract of land:  
 Commencing at a point ten (10) rods west of a point forty (40)  
 rods south of the northeast corner of the northeast quarter of Section  
 1, Township 13, Range 19, City of Lawrence, County of Douglas, State of  
 Kansas, thence running south one hundred (100) feet, thence west ten (10)  
 rods, thence north one hundred (100) feet, thence east ten (10) rods to  
 place of beginning, excepting such portion as lies in Indiana Street, and  
 except for a strip of land deeded to the city of Lawrence for sewer  
 purposes, and except a strip of land twelve (12) feet wide on the north  
 side of the tract hereby deeded, which strip of land has been deeded to  
 the City of Lawrence for the purpose of a street, to wit, 16th Street.

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

And the said party 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever  
 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 party 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 party of the second part to the  
 extent of her interest. And in the event that said party of the first part shall fail to pay such taxes and insurance, or other, 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  
Forty five hundred 00/100 DOLLARS,  
 according to the terms of one certain written obligation for the payment of said sum of money, executed on the 5th day of August 1940  
 and by the terms made payable to the party 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 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 party 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 the entire entire  
 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 party of the second part at any time  
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 party of  
 making such sale, on demand, to the first party of the first part.

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 seals the day and year last above written.

C. F. Nelson (SEAL)

Hearty Brown Nelson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
 County of Douglas

BE IT REMEMBERED, That on this fifth day of August A. D. 1940, before me, a  
Notary Public in the aforesaid County and State, came  
C. F. Nelson and Hearty Brown Nelson, husband and wife

to me personally known to be the same person(s) 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 22nd day of March 1942.

F. J. Sweeney Jr.  
 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 15 day of Sept 1941

Charline Fitzpatrick Owner.  
Mortgagee.

This release  
 was written  
 on the original  
 mortgage  
 entered  
 this 15 day  
 of Sept  
 1941  
Harold D. Sweeney  
 Reg. of Deeds