

Receiving No. 12174

MORTGAGE RECORD 84

Reg. No. 2655
Fee Paid, \$5.00

FROM
Richard B. Stevens and Sarah Jane Stevens, his wife
TO
T. J. Sweeney Jr.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 23 day of
July 1941 A. D. 19 41 at 11:47 o'clock A. M.
Harold A. Deek
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this fifth day of June, in the year of our Lord, one thousand nine hundred and forty one between Richard B. Stevens and Sarah Jane Stevens, his wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and T. J. Sweeney Jr. part y of the second part.

WITNESSETH, That the said part 1es of the first part, in consideration of the sum of Two thousand 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 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 an iron pin on the East property line of Block 2 Oread Addition, said point of beginning being 5 feet North along said East property line from the Northeast corner of Lot 4 in said Addition; thence South 81° 13' West 168.47 feet to an iron pin; thence South 8° 48' East 45 feet to an iron pin; thence North 81° 12' East 168.54 feet to an iron pin on the East property line of said Block 2, thence North 8° 50' West 45 feet along said East property line to point of beginning, all bearings are referred to the magnetic meridian as found on May 12, 1931 at the point which marks the Southeast corner of the above mentioned tract. The above described tract includes the North .4 of Lot 4 and the South .05 of Lot 3, and the North .4 of the East .196 of Lot 9 and the South .05 of the East .196 of Lot 10 in said Block 2 of said Addition to the City of Lawrence

STATE OF KANSAS,
DOUGLAS COUNTY,)SS:
BE IT REMEMBERED, That on this 11th day of June, A. D. 1941, before me, a Notary Public in the aforesaid County and State, came Richard B. Stevens, 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.
John W. Brand
Notary Public
(SEAL) My Commission Expires July 25, 1943

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 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 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 part 1es 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 will keep the buildings upon said real estate insured against fire and tornado to the extent of his interest. And in the event that said part 1es 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 thousand 00/100 DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the fifth day of June 1941 and by the 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 1es 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 part y of the second part, without notice, and it shall be lawful for the said part y of the second part

OR ASSIGNS 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 overplus, 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 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 hand and seals the day and year last above written.
Richard B. Stevens (SEAL)
Sarah Jane Stevens (SEAL)
(SEAL)
(SEAL)

STATE OF California) ss.
County of Orange)
BE IT REMEMBERED, That on this 9th day of June A. D. 19 41, before me, a Notary Public in the aforesaid County and State, came Sarah Jane Stevens 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.
(SEAL) My commission expires on the 17 day of November 19 41.
Marie Trost
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 12 day of August 19 41
T. J. Sweeney Jr. Mortgagee. Owner.

This release was written on the original mortgage entered this 8 day of August 1941
Harold A. Deek Reg. of Deeds