

## MORTGAGE RECORD 84

FROM

William S. Starkey and Nora E. Starkey, his wife,

TO

Grant, Francis

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of

July A. D. 1941, at 11:57 o'clock A. M.

By Harold A. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 1st day of July, 1941, between William S. Starkey and Nora E. Starkey, his wife,

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and Gilbert A. Francis

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven Hundred (\$700.00) part Y of the second part.

which is hereby acknowledged, he, Y, s, id, 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:

Commencing at the Southwest corner of Block No. Twenty-five (25)  
in that part of the City of Lawrence known as West Lawrence, thence  
running east with the north side of Elliott Street one hundred (100)  
feet, thence north parallel with the east line of Florida Street one  
hundred (100) feet, thence west one hundred (100) feet to the east  
line of Florida Street, thence South one hundred (100) feet to the  
place of beginning,

with the appurtenances and all the estate, title and interest of the said part Y, 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 owner of the premises above granted, and intend 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 part Y 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 shall keep the buildings upon said real estate insured against fire and tornado in the sum of \$10,000.00 interest. And in the event that said part Y 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 Seven Hundred (\$700.00) DOLLARS, according to the terms of ONE certain written obligation, for the payment of said sum of money, executed on the 1st day of July, 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 Y of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if any payment is 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 kept in as good repair as they are now, 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 the insurance is not kept up, as provided herein, or if 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 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 extend and issue 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.

William S. Starkey (SEAL)

Nora E. Starkey (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

County of DOUGLAS

ss.

BE IT REMEMBERED, That on this 1st day of July A. D. 1941, before me, a

Notary Public in the aforesaid County and State, came

William S. Starkey and Nora E. Starkey, his wife,

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the

(SEAL) 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 26th day of October, 1944.

Forrest A. Jackson  
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 November, 1941.

Gilbert A. Francis  
Mortgagee. Owner.

This release  
was written  
on the original  
mortgage  
entered  
this 15 day  
of Nov.  
1941.

Harold A. Beck  
Reg. of Deeds  
Deputy