

MORTGAGE RECORD 84

Reg. No. 2825

Fee Paid, \$ 2.25 ~

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of October A. D. 1941, at 11:40 o'clock A. M.

By

Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this eleventh day of October, 1941, between Edna Wallace and Eugene Wallace and Mayzelma Wallace, in the year of our Lord, one thousand nine hundred and forty one between Edna Wallace and Eugene Wallace and Mayzelma Wallace of Lawrence in the County of Douglas and State of Kansas and W. H. Andrews

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eight hundred seventy five and 00/100 (\$875.00) 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:

Lot number one hundred sixteen (116), lot number one hundred eighteen (118) and lot number one hundred twenty (120) all in block number thirty four (34) in that part of the City of Lawrence, Kansas, known as West Lawrence.

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 owner of the premises above granted, and settled of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they warrant and defend the same against all parties making lawful claim therein. It is agreed between the parties hereto that the parties 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 parties of the second part, the law, if any, made payable to the party of the second part to the extent of the interest. And in the event that said parties 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 parties 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 Eight hundred seventy five and 00/100 (\$875.00) DOLLARS, according to the terms of the certain written obligation for the payment of said sum of money, executed on the eleventh day of October, 1941, and by its 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 parties of the first part shall fail to pay the same as provided in this indenture, 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 party 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 overplus, if any there be, shall be paid by the 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 hand and seals the day and year last above written.

Edna Wallace

Eugene Wallace

Mayzelma Wallace

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KansasCounty of Douglas

ss.

BE IT REMEMBERED, That on this 11th day of October, A. D. 1941, before me, a Notary Public in the aforesaid County and State, came Edna Wallace, Eugene Wallace, Mayzelma Wallace

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. My commission expires on the 6th day of July, 1943.

James S. Moore
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 21 day of May, 1941.

W. H. Andrews

Mortgagee. Owner.

This release was written on the original mortgage entered this 21 day of May, 1941.

Harold A. Beck
Reg. of Deeds
Deputy

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