

## MORTGAGE RECORD 84

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of

November A. D. 1941, at 4:45 o'clock P. M.

TO

*Harold A. Beck*

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this eight day of November, in the year of our Lord, one thousand nine hundred and forty one between Corrine Jeltz and Charles Jeltz, her husband

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and Clark O. Morton, doing business as the Lawrence Roofing Co.

part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Ninety seven and 10/100 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:

Lot No. One Hundred Thirty Six (136) on Pennsylvania Street  
in the City of 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 release of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance except one certain mortgage to the Douglas County Star, and Loan Co. listed in book 82, page 521

It is agreed between the parties hereto that the part ies 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 ies of the second part, the loss, if any, made payable to the part ies of the second part to the extent of his 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 part ies 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 ninety seven and 10/100 (\$97.10) DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the eight day of November 1941, and by its terms made payable to the part ies 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 ies 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.

And this covenance 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 covenance 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 ies of the second part, in making such sale, on demand, to the first part ies.

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 seal the day and year last above written.

Corrine Jeltz (SEAL)

Charles Jeltz (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
County of Douglas

BE IT REMEMBERED, That on this 8th day of November A. D. 1941, before me, a Notary Public in the aforesaid County and State, came Corrine Jeltz and Charles Jeltz

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 17 day of March 1943.*J. J. Lavery*

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 November, 1941.

Mortgagee. Owner.