

MORTGAGE RECORD 84

Reg. No. 3216
Fee Paid, \$ 5.00

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FROM
TO
October 20 day of
A. D. 1942, at 10:00 o'clock A. M.
By Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 14th day of October, in the year of our Lord, one thousand nine hundred and forty-two between
Joseph Goode and Mary Goode, his wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Harry P. Goode and Margaret Goode, husband and wife, as joint tenants with right of survivorship and not as tenants in common parties of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two-Thousand and Fifty (\$2050.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have granted, bargain, sold and conveyed to the said parties of the second part, as joint tenants with right of survivorship and not as tenants in common, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Fifty (50) feet of Lot No. Six (6) in Block No. Eight (8) in Oread Addition in the City of Lawrence, more accurately described as follows:

Commencing at the southwest corner of Lot No. 6 in Block No. 8 of Oread Addition to the City of Lawrence; thence running North with the West line of said Lot, 50 feet; thence East parallel with the South line of said Lot to the intersection with the West line of Oread Avenue, thence Southwest with the West line of Oread Avenue which is also the East line of said Block No. 8 to the Southeast corner of said Lot 6; thence West with the South line of said Block No. 8 127 feet and 6 inches to place of beginning in the City of Lawrence, Douglas County, Kansas.

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 subject of a good and indefeasible title of the same, 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 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 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 parties of the second part, the less, if any, made payable to the parties of the second part to the extent of their 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 Two-Thousand and Fifty (\$2050.00) DOLLARS according to the terms of a certain written obligation for the payment of said sum of money, executed on the 14th day of October 1942, and by the parties of the first 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 parties 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 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 premises 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 holder hereof, without notice, and it shall be lawful for the said parties 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 created, 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 parties of the first part, on demand, to 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 seal on the day and year last above written.

Joseph Goode (SEAL)

Mary Goode (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.
County of DOUGLAS

BE IT REMEMBERED, That on this 20th day of October A. D. 1942, before me, a Notary Public in the aforesaid County and State, came Joseph Goode and Mary Goode, his wife

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 9th day of March 1946.

Oscar J. Lane 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 6th day of October 1948.

Mary P. Goode Margaret B. Goode
Mortgagee. Owner.

This release was written on the original mortgage entered this 12 day of October 1948.

Harold A. Beck
Reg. of Deeds

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