

MORTGAGE RECORD 84

589

Receiving No. 20967

Reg. No. 3732
Fee Paid, \$ 7.50

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of

TO

June A. D. 1944, at 11:00 o'clock A. M.

By

Deputy.

THIS INDENTURE, Made this 15th day of June, in the year of our Lord, one thousand nine hundred and Forty-four between Marion W. Turner and J. S. Turner, her husband,

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Rosa Melmondaach and Julia L. Maxwell, 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 Three Thousand Dollars (\$3000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. yo. sld, and by this indenture do -- Grant, Bargain, Sell and Mortgage to the said parties 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. Two Hundred Twenty Two (222) on Louisiana 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 seised of 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 thereon.

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 loss, 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 THREE THOUSAND DOLLARS (\$3000.00) DOLLARS.

according to the terms of a certain written obligation -- for the payment of said sum of money, executed on the 15th day of June 1944, and by its terms made payable to the parties 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 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 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 which this indenture is given, shall immediately 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 arising 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 surplus, if any there be, shall be paid by the parties of the first part to the parties of the second 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 ha. yo. herunto set their hand and seals the day and year last above written.

J. S. Turner (SEAL)

Marion W. Turner (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.
County of DOUGLAS }

BE IT REMEMBERED, That on this 15th day of June A. D. 1944, before me, a

J. M. Cleveland in the aforesaid County and State, came

Marion W. Turner and J. S. Turner, her husband

(SEAL)

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 herunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 3d day of Feb., 1947.

J. M. Cleveland 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 June, 1947.

Witness to mar
L. A. Miller
Robert P. Henion

Julia L. Maxwell
Rosa Melmondaach
Mortgagee. Owner.

This release was written on the original mortgage entered this 17 day of June 1947

Harold G. Galt
Reg. of Deeds
Walter E. Brown
County