

MORTGAGE RECORD 85

Receiving No. 10481

M O R T G A G EReg. No. 2347
Fee Paid \$1.25

THIS INDENTURE, Made this 16th day of July A.D. 1940, between Frank Ole Martin and Rose Martin, his wife, of Shawnee County, in the State of Kansas of the first part, and Rae A. Tod of Shawnee County, in the State of Kansas of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Five-hundred and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas to-wit:

Lot One Hundred Thirty-One (131) on Delaware Street, in City of Lawrence, Kansas, and Lot One Hundred Thirty-One (13) on Delaware Street, Earl's Addition City of Lawrence, Kansas; Lot One Hundred Thirty-three (133) on Delaware Street, in the City of Lawrence, Kansas, and Lot One Hundred Thirty-three (133) on Delaware Street in Earl's Addition, City of Lawrence, Kansas; and Lot One Hundred Thirty-five (135) on Delaware Street, in the City of Lawrence, Kansas, and Lot One Hundred Thirty-five (135) on Delaware Street in Earl's Addition, City of Lawrence, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Frank Ole Martin and Rose Martin, his wife, have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy:

\$500.00

(copy)

July 16, 1940

Two years after date we promise to pay to the order of Rae A. Tod Five-hundred-and-no/100-Dollars Payable at 911 Kansas Avenue, Topeka, Kansas

Value received

(Signed) Frank Ole Martin
Rose Martin

No. Due

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law, made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.

Frank Ole Martin
Rose MartinSTATE OF KANSAS, }
Shawnee County, } ss.

Be it Remembered, That on this 16th day of July A.D. 1940 before me, Frank W. Hawks, a Notary Public in and for said County and State, came Frank Ole Martin and Rose Martin, his wife, to me personally known to be the same persons who executed the within instrument of writing, 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 February 17, 1944

Frank W. Hawks
Notary Public.

Recorded July 20, 1940 at 6:20 A.M.

Harold A. Beck Register of Deeds

Receiving No. 10486

M O R T G A G EReg. No. 2349
Fee Paid \$8.00

THIS INDENTURE, made on this 9th day of May, 1940, by and between JOHN T. SKINNER and EMILY G. SKINNER, his wife, of the County of Douglas and State of Kansas, (jointly and severally, if more than one), Party of the First Part, and THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, with principal office in the City of Hartford, County of Hartford and State of Connecticut, Party of the Second Part (hereinafter called the "Company");

WITNESSETH:

That the said Party of the First Part, in consideration of money in the principal sum of THIRTY TWO HUNDRED AND NO/100 - - Dollars (\$3,200.00) loaned by the said Company to the Party of the First Part, the receipt whereof is hereby acknowledged, and to better secure the repayment of said principal sum together with the interest to become due thereon according to the terms of a certain promissory note hereinafter described, AND ALSO to insure the faithful performance of the covenants and agreements herein contained, does by THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY, CONFIRM AND MORTGAGE unto the said Company its successors and assigns, forever, all and singular the real estate and premises lying and being in the County of Douglas and State of Kansas, as follows, to-wit:

The East Half of the Southeast Quarter of Section Thirty-four (34), and the West Half of the Southwest Quarter of Section Thirty-five (35), all in Township Fourteen (14), Range Twenty (20), East of the Sixth Principal Meridian.

It is understood that the within instrument is a purchase money mortgage given to secure the payment of the balance of the purchase money due party of the second part from the parties of the first part by reason of the conveyance of the above described land by a special warranty deed of even date herewith executed by the party of the second part herein to John T. Skinner.

TOGETHER WITH all and singular the tenements, hereditaments, buildings, improvements, privileges and appurtenances therunto belonging or in any wise appertaining, and all homestead and contingent rights and estates whatsoever therein, and also all the rents, issues and profits thereof, including all the profits, revenues, royalties, rights and benefits accruing or to accrue to the Party of the First Part under all oil, gas and mineral leases made or to be made covering said premises during the existence of this mortgage;

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released
and the lien thereby created is hereby released
As witness my hand this 16th day of August A.D. 1942
Attest:
Harold A. Beck
Register of Deeds

Recorded Sept 1, 1942
Harold A. Beck
Register of Deeds

Plain copy page