

MORTGAGE RECORD 91

Receiving No. 22138

Reg. No. 3996

Fee Paid, \$ 8.00

FROM

Jennie Raasmackers, a widow

TO

Charles H. Krone & Mrs. Yvonne R. Krone

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

November A. D. 1944, at 2:54 o'clock P.M.

Harold A. Seef

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this twentieth day of November, in the year of our Lord, one thousand nine hundred and forty-four between Jennie Raasmackers, a widow

of Lawrence in the County of Douglas and State of Kansas party of the first part, and Charles H. Krone or Yvonne R. Krone, his wife, as joint tenants with right of survivorship and not as tenants in common parties of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Three thousand two hundred seventeen and 19/100 (\$3,217.19) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does 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. 14

and

the North ten (N10) feet

of Lot 13

in Block 4

in West Hills,

a residence District adjacent to Lawrence

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part does hereby covenant and agree that at the delivery hereof she is 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 thereto.

It is agreed between the parties hereto that the party 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 becomes due and payable, and that she 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of the interest. And in the event that said party 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 party 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 two hundred seventeen and 19/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on twentieth day of November 1944 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 either, and the amount so paid shall become a part of the indebtedness, secured by said party of the first part.

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 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 prescribed 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 party of the first part, making such sale, on demand, to the first 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 party of the first part has hereunto set her hand and seal on the day and year last above written.

Jennie Raasmackers (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.
County of DOUGLAS

BE IT REMEMBERED, That on this 20th day of November A.D. 1944, before me, a Notary Public in the aforesaid County and State, came

Jennie Raasmackers, a widow

(SEAL)

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.

My commission expires on the 27th day of January, 1947.

F. C. Whipple 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 13 day of July, 1944.

Charles H. Krone
Yvonne R. Krone

Mortgagee.

Owner.

This release was written on the original mortgage entered this 13 day of July 1944.

Harold A. Seef
Reg. of Deeds
Deputy

In Assignment on Book 89, Page 69, of 229