

## MORTGAGE RECORD 91

Receiving No. 24600

Reg. No. 4346

Fee Paid, \$ 1.75

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13 day of

September A.D. 1945, at 10:30 o'clock A.M.

By Harold A. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 6th day of September, 1945, in the year of our Lord, one thousand nine hundred and forty-five between James Everett Davenport and Mable Davenport, his wife

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and Anna E. Davenport  
part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven Hundred and no/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:

Lots 31, 32, 33 and 34 in Addition 10, in that part of the city of Lawrence formerly known as North Lawrence, except the following:

Commencing 117 feet North of the Southwest corner of said Lot 34; thence running East 6 feet; thence South 117 feet, more or less to a point 3 feet East of said Southwest corner of Lot 34; thence West 3 feet; thence North 117 feet to the place of beginning.

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 hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized 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 part 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 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 part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of the interest. And in the event that said part Y of the first part shall fail to pay such taxes when the same become due and payable, or to keep said premises insured as herein provided, then the part 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 Seven Hundred and no/100 DOLLARS.

according to the terms of the certain written obligation for the payment of said sum of money, executed on the 6th day of September, 1945.

and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum of money advanced by the said part Y of the second part to pay for any insurance, or other expense incurred by the said part Y of the second part.

said part Y 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 hereby, 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 part Y 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 overplus, if any there be, shall be paid by the part Y 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 have hereunto set their hand and seal the day and year last above written.

James Everett Davenport (SEAL)

Mable Davenport (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 6th day of September, A.D. 1945, before me, a

Notary Public in the aforesaid County and State, came

(SEAL)

James Everett Davenport and Mable Davenport, his wife

to me personally known to be the same persons 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 15th day of January, 1946.

Mary C. Morgan 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 August, 1945.

James E. Davenport Mortgagee.

Owner.

This release was written on the original mortgage entered this 15 day of August, 1945.

Harold A. Beck

Register of Deeds

2948

James E. Davenport

Mortgagee.

Owner.

James E. Davenport

Mortgagee.