

## MORTGAGE RECORD 91

Reg. No. 4719  
Fee Paid, \$ 5.75 ✓

FROM

Ted J. Cox and Grace E. Cox

TO

~~The Lawrence Building and Loan Association~~

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of March A. D. 1946 at 10:05 o'clock A. M.

By Harold A. Beck Register of Deeds.  
Deputy.

THIS INDENTURE, Made this fifteenth day of March, in the year of our Lord, one thousand nine hundred and forty-six between Ted J. Cox and Grace E. Cox, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and The Lawrence Building and Loan Association part Y of the second part

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Twenty-three hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 8 rods West of the Northeast Corner of the Southeast quarter of the Southwest Quarter of Section 1, township 15, range 19; thence west 12 rods; thence south 40 rods; thence east 12 rods; thence north 40 rods to the place of beginning. Also the North one half acre of the West one Acre of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section no. 1,

in Township 13, Range 19, Douglas County, Kansas.

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

And the said party SEA of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 parties of the first part shall, at all times during the life of this insurance, 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 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 its 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 and to keep said premises insured as herein provided, then the part X of the second part may, at its option, pay such taxes and premiums, and the amount so paid shall become a part of the indebtedness, secured by this insurance, and shall bear interest at the rate of 10% from the date of payment until fully paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-three hundred and no/100

according to the terms of one certain written obligation..... for the payment of said sum of money, executed on the fifteenth day of March 1948 and by its terms made payable to the part V of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any and

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 purpose, and the said part y of the second part shall fail to pay the same as provided in this indenture.

[illegible]

...and to take possession of 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 party making such sale, 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 hands and seals the day and year last above written.

Ted J. Cox (SEAL)

Country	Year	Value
China	1990	1.00
China	1991	1.00
China	1992	1.00
China	1993	1.00
China	1994	1.00
China	1995	1.00
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Grace E. Cox (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF Kansas  
County of Douglas } ss.

BE IT REMEMBERED, That on this 15th day of March A.D. 1946, before me, a  
notary public in the aforesaid County and State, came  
Ted J. Cox and Grace E. Cox, husband and wife

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

My commission expires on the 21st day of April, 19 46

L. E. Eby 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 31 day of August, 19 41

Attest: PPC The Leeward Building and Loan Association Mortgagee. Owner.

Attest by L. E. Ely (Corp Secy)  
Secretary

	Mortgagee.	Owner.
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By W. C. Brinkman President ~~W. C. Brinkman~~

This release was written on the original mortgage entered this 25 day of Sept 1946