

Receiving No. 28931

MORTGAGE RECORD 91

Reg. No. 5030

Fee Paid. \$ 3.50

FROM

Henry Scott and Bertie Scott, his wife

TO

J. C. Hemphill

STATE OF KANSAS, DOUGLAS COUNTY, SS.

This instrument was filed for record on the 12 day of

July A. D. 1946, at 11:55 o'clock A. M.

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 12th day of July, in the year of our Lord, one thousand nine hundred and Forty six between Henry Scott and Bertie Scott, his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and J. C. Hemphill

WITNESSETH, That the said part ies of the first part, in consideration of the sum of One Thousand Four Hundred (\$1,400.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have been sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, all and singular the premises situated and being in the County of Douglas and State of Kansas, to-wit:

Lot One Hundred Five (105) on New York Street in the City of Lawrence; also known as 1025

New York Street, Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said part 105 of the first part therein.

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 5 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 100 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 party Y of the second part, the loss, if any, made payable to the party Y of the second part to the extent of his interest. And in the event that said part 100 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 Y of the second part may pay said taxes and insurances, or either, and the amount so paid shall become a part of the indebtedness, secured by

THIS GRANT is intended as a mortgage to secure the payment of the sum of One Thousand Four Hundred (\$1,400.00) DOLLARS.

One Thousand Four Hundred (\$1,400.00) DOLLARS
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 12th day of July 1948
by 12 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 and all sums of money advanced to the said party of the first part, by the said party of the second part, and to secure any and all sums of money advanced to the said party of the second part, by the said party of the first part, thereon as herein provided, in the event that

And this conveyance shall void of all payments, interest thereon, or if the taxes on said real estate are not paid when the same become due and payable or if the insurance shall become absolute, 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 due on the mortgage shall be paid to the holder hereof, without notice, and it shall be lawful for the said party of the second part to

Immediately mature and become due and payable at the option of the holder thereof, without notice, and it shall be lawful for the said bond to be sold by the holder thereof 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 retain the amount thereof until the premises hereby granted, or any part thereof, shall be sold, and out of all moneys arising from such sale to retain the amount thereof 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 owning such sale, on demand, in the first part of the

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 part les of the first part ha ve hereunto set their hand and seal s the day and year last above written.

_____ Henry Scott _____ (SEAL)

Henry Scott (SEAL)

Bertie Scott (SEAL)

_____ (SEAL)

_____(SEAL)

STATE OF Kansas } ss
County of Douglas }

BE IT REMEMBERED, That on this 12th day of July A.D. 1946, before me, a
Notary Public in the aforesaid County and State, came

Henry Scott and Bartie Scott, his wife

(SEAL)

to me personally known to be the same person. I, who executed the foregoing instrument and duly acknowledged the

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 28th day of October, 1946

Forrest A. Jackson 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 11th day of February, 19 62

Mortgagee

Owner:

This release
was written
on the original
mortgage
entered
this 16 day
of February
19 52
old a Beck
Reg. of Deeds
Jesse Beck
Danbury