

## MORTGAGE RECORD 91

Reg. No. 5095

Fee Paid, \$ 11.25

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

August A. D. 1946 at 11:00 o'clock A. M.

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 10th day of August, in the year of our Lord, one thousand nine hundred and Forty-six between C. R. Green and Mabelle A. Green

of McPherson in the County of McPherson and State of Kansas  
part 1ss. of the first part, and Robert Ulrich and Nina P. Ulrich

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four Thousand Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have as sold, and by this indenture do 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:

The North 80 feet of Park Lot Numbered Twenty-seven (27) in the city of Lawrence

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 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 parcels of the first part shall at all times during the life of this indenture, pay all taxes 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 parties of the second part, the loss, if any, made payable to the parcels of the second part to the extent of their interest. And in the event that said parties 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 parcels 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 Four Thousand Five Hundred DOLLARS.

[illegible]

immediately mature and become due and payable at the option of either party without notice, and it shall be lawful for said parties to make the second party pay to the first party the principal and interest on the said promissory note, and 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 thereon, 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 parties to the first party, on demand, to the first party, 198

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 ies of the first part have their hereunto set hand and seals the day and year last above written.

C. R. Green (SEAL)

Mabelle A. Green (SEAL)

(SEAL)

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

STATE OF Kansas  
County of McPherson } ss.

BE IT REMEMBERED, That on this 8th day of August A.D. 1946, before me, a  
Notary Public in the aforesaid County and State, came

C. R. Green and Mabelle A. Green

(SEAL)

to me personally known to be the same person 8 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 August 1 day of                     , 19 49

Wilbur Yoder

**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 28th day of October, 19 42.

Robert Ulrich  
Nina P. Ulrich

[illegible]

This release was written on the original mortgage entered this 27 day of October 1948.