

Receiving No. 29437

## MORTGAGE RECORD 91

Reg. No. 5112  
Fee Paid, \$ 2.50

FROM

Robert L. Groom and his wife, Mary Sweet Groom

TO

Malcolm C. Black

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of August A. D. 19 46 at 2:50 o'clock P. M.

Harold A. Beck  
Register of Deeds.  
Deputy.

By

Deputy.

THIS INDENTURE, Made this 16th day of August, in the year of our Lord, one thousand nine hundred and forty-six between

Robert L. Groom, and his wife, Mary Sweet Groom,

of Lawrence in the County of Douglas and State of Kansas  
part 125 of the first part, and Malcolm C. Black of Wichita, in the County of Sedgewick and State of Kansas, part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fourteen hundred and 00/100 DOLLARS, to be 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:

The South 25 feet of lot no. four (4) and the North 25 feet of lot no. five (5), Block no.

six (6) in Babcock's Addition, an Addition to the City of Lawrence-- said property being the

same as is commonly known as the house and lot at 1528 Tennessee, Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said part 125 of the first part therein.

And the said part 125 of the first part do 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 except a mortgage for \$8500 and a mortgage for \$900, both to the Douglas County State &amp; Loan Assn., recorded 90-302 and 90-452

It is agreed between the parties hereto that the part 125 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 his interest. And in the event that said part 125 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 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 Fourteen hundred and no/100 DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 16th day of August 19 46 and by 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 or sums of money advanced by the said part Y of the second part to pay for any insurance, or otherwise the amount paid shall become a part of the indebtedness secured by said part 125 of the first part shall fail to pay the taxes provided in the indenture herein provided in the event that

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 part Y of the second part and Malcolm C. Black 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 125 making such sale on demand, to the first part 125.

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 125 of the first part has hereunto set their hand and seal the day and year last above written.

Robert L. Groom (SEAL)

Mary Sweet Groom (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.  
County of DOUGLAS }

BE IT REMEMBERED, That on this 16th day of August A.D. 19 46, before me, a Ernest Klooz in the aforesaid County and State, came

Robert L. Groom and Mary Sweet Groom, his wife,

(SEAL)

to me personally known to be the same person as 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 31st day of July 19 49.Ernest Klooz  
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 30th day of December 19 46.

Malcolm C. Black  
Mortgagee. Owner.

This release was written on the original mortgage entered this 6th day of Jan 1947

Harold A. Beck  
Register of Deeds  
Deputy