

MORTGAGE RECORD

This Indenture, Made this fourteenth day of June in the year of our Lord one thousand nine hundred and twenty

WITNESSETH, that J. F. Filbrun, a widower, and Ida M. Flory and Amor Flory, her husband, and Ethel Herr and M. H. Herr, her husband and Clarence J. Filbrun and Bertha Filbrun, his wife,

of the county of Douglas and State of Kansas, party of the first part, for and in consideration of Five Hundred Dollars (\$500.00)

Conveys and Warrants to THE MERCHANTS LOAN AND SAVINGS BANK, of Lawrence, Douglas County, Kansas, party of the ^{first} ~~second~~

part, its assigns or successors, the real estate, hereinafter described, situated in the county of Douglas and state of Kansas, to-wit:
Commencing at the Northwest corner of the Northeast Quarter (4) of Section Eleven (11), Township Twenty (20), Range Nineteen (19), thence East eighty (80) rods; thence South forty (40) rods; thence West fifty (50) rods; thence north to a point Ninety-four (94) feet south of the North line of said quarter (4) section; thence west thirty (30) rods to the west line of said quarter (4) section; thence north ninety-four (94) feet to beginning, containing thirteen and one-half (13 1/2) acres more or less,

To secure the said party of the second part, its assigns or successors, for an actual loan of money made to the said party of the first part, as evidence by one certain ~~note~~ ^{note} of even date herewith, in and by which said bond the party of the first part promises to pay to the order of the said party of the second part, its assigns or successors, in lawful money of the United States of America, the principal sum of Five Hundred Dollars, on ten years with interest at the rate of Eight (8%) per cent. per annum from date until maturity and ten per cent. per annum after maturity or default, interest payable semi-annually according to interest coupons therefor thereto attached, both principal and interest being payable at the office of THE MERCHANTS NATIONAL BANK, Lawrence, Kansas, and also promise and agree that in case any interest on any of said sums shall remain unpaid after the same becomes due, then the entire sums covered by this bond and secured by this Mortgage Deed, to become immediately due and payable at option of mortgagee, without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired.

It is Herely Expressly Agreed, That said first party shall insure the buildings that are insurable herein, in favor of the party of the second part, its assigns or successors, against loss or damage by fire, in such sum and in such fire insurance companies as the second party, its assigns or successors, may direct, and maintain such insurance during the continuance of this loan.

It is Further Expressly Agreed, That said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is Further Agreed, That the first party shall repay to the second party, its assigns or successors, all and every such sum or sums of money as may have been paid by them, or any of them, for taxes or assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any prior or outstanding title, lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of ten per cent. per annum from the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid. And all of which said sum or sums of money and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is Further Agreed, That in case of default in the payment of said bond, or any part thereof, or any of the sums of money to become due herein specified, according to the tenor and effect of said bond, or in the case of the breach by the said party of the first part of any of the covenants or agreements herein mentioned by the said first party to be performed, then and in that case, this conveyance shall become absolute, and the party of the second part, its assigns or successors, be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof, and the said bond with interest accrued thereon and all moneys which may have been advanced and paid by the said second party, its assigns or successors, with the aforesaid interest thereon, shall, thereupon, each and every one of them, become and be at once due and payable at the option of the legal holder hereof.

In Testimony Whereof, The said party of the first part have hereunto set their hands and seals on the day and year first above written.

J. F. Filbrun (SEAL)
Ethel Herr (SEAL)
M. H. Herr (SEAL)
Clarence J. Filbrun (SEAL)
Bertha Filbrun (SEAL)
Ida M. Flory (SEAL)
Amor Flory (SEAL)

STATE OF KANSAS, Douglas COUNTY, SS:

I, the undersigned, in and for said County and State, do hereby certify that on this

day of _____ A. D. 19____, personally appeared before me

to me personally known to be the identical person who executed and whose name _____ affixed to the foregoing mortgage as grantor, and acknowledged the same to be _____ voluntary act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.
Be it remembered that on this fourteenth day of June, 1922, before me, John G. Smith, a Notary Public in and for said county and State, came J. F. Filbrun, a widower, Ida M. Flory and Amor Flory her husband, Ethel Herr and M. H. Herr her husband, Clarence J. Filbrun and Bertha Filbrun, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons 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 January 13, 1924.
Recorded June 15, 1922.
At 11:05 o'clock A.M.
John G. Smith, Notary Public.

*This following is endorsed on the original instrument:
Acknowledged for payment in full of the within mortgage and hereby attested by the Register of Deeds on June 15, 1922.
Be it this 13th day of December, A.D. 1922.
Mortgagee's name & bearing Bank
J. F. & C. H. Herr & Co.*

Recorded Dec. 15th 1922.
John G. Smith, Notary Public.
Notary Seal

and nine hundred

DOLLARS
of the second

Quarter
(21)

evidence by one
the said party of

500 Dollars,

coupons therefor
also promise and
secured by this

second part, its
assigns, may direct,
become liens upon
this loan.

money as may
be removed by
annum from the
sum or sums or
manner as the said

due herein speci-
fied, according to
second part, its
assigns thereof, and
the legal holder
st above written.

(SEAL)

(SEAL)

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itary Public.

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