

MORTGAGE RECORD

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covenants or agreements

party of the second part, its

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option of the legal holder

nd year first above written.

(SEAL)

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(SEAL)

at on this 8th

er and Mary

the foregoing mortgage as

Notary Public.

P.M.

Register of Deeds.

Deputy.

The following is endorsed on the original instrument:  
Acknowledges payment in full of the original note and  
hereby authenticates the payment of the same by the  
of record.  
Dated this 19th day of January A.D. 1922.  
By E. H. Happple, Clerk  
(Seal)

This Indenture, Made this 20th day of July in the year of our Lord one thousand nine hundred and twenty two.

WITNESSETH, that Walter Kirby and Lillian Kirby, his wife

of the county of Douglas and State of Kansas, party of the first part, for and in consideration of

Twenty four hundred and no DOLLARS

Conveys and Warrants to THE MERCHANTS LOAN AND SAVINGS BANK, of Lawrence, Douglas County, Kansas, party of the second part, its assigns or successors, the real estate, hereinafter described, situated in the county of Douglas and state of Kansas, to-wit:

The East half of the Southeast quarter of Section eight (8) and the West half (1/2) corner of the Northeast quarter of Section eight (8) Township Thirteen (13) Range Nineteen (19)

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 Bond No. 222 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 Twenty four hundred Dollars, on or before January 27th 1925 with interest at the rate of Eight 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 thereunto 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 Hereby 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 Agreed, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and 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 everyone 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 has hereunto set his hand and seal on the day and year first above written.

Walter Kirby (SEAL)  
Lillian Kirby (SEAL)

STATE OF KANSAS, Douglas COUNTY, ss:

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that on this 27

day of July A. D. 1922, personally appeared before me

Walter Kirby and Lillian Kirby, his wife

to me personally known to be the identical person who executed and whose name was affixed to the foregoing mortgage as grantor and acknowledged the same to be their 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.

Commission expires January 27 1925 F. B. Happple Notary Public.

Filed for Record on the 30 day of July A. D. 1922, at 8 o'clock P.M.

E. H. Happple Register of Deeds.  
H. W. Happple Deputy.