

MORTGAGE RECORD

This Indenture, Made this First day of October in the year of our Lord one thousand nine hundred and twenty three

WITNESSETH, that Charles Montgomery and Florence Montgomery
husband and wife

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

Thirty Five Hundred

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:

That part of the North five (5) acres of the north fifteen (15) acres of the West nineteen (19) acres of the Northwest quarter of the Southeast quarter of Section Six (6) Township Thirteen (13) Range Twenty (20) as follows: Beginning at a point on the east line of Barker Avenue 143 feet pinched south of the north line of the Southeast quarter of Section Six (6) Township Thirteen (13) Range Twenty (20) thence east parallel with the north line of said quarter section to the west line of Leonard Avenue extended south thence 94 feet thence east parallel with the north line of said quarter section to the east line of Barker Avenue thence on the east line of Barker Avenue north 94 feet to place

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. _____ 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 Thirty Five Hundred Dollars, on five years from date hereof with interest at the rate of seven per cent. per annum from _____ 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 Herby 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 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 have hereunto set their hand, and seal on the day and year first above written.

Charles Montgomery (SEAL)
Florence Montgomery (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 25th day of October A. D. 1923, personally appeared before me

Charles Montgomery and Florence Montgomery
husband and wife

to me personally known to be the identical persons who executed and whose name is are 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 Apr. 20 1925 A. F. McClanahan Notary Public.

Filed for Record on the 23rd day of Nov. A. D. 1923 at 9⁰⁰ o'clock P.M.

Dea. C. McMillan Register of Deeds.

Deputy.

For Assignment See Book 67 Page 83

For Release Release See Book 67 Page 573

For Release see Book 65 Page 433