

# MORTGAGE RECORD

A. D. 1921, between  
Farmers State and Savings Bank, a

Dollars,  
said party of the second part,  
to-wit:  
Philip Ross (57)  
Marie Ross

any right of homestead and  
part of the first part  
to convey the same; that said  
lawful claims of all persons  
second part, its successors or  
Dollars,  
per cent per annum  
in each year,  
due, and on said principal  
coupon interest notes  
second part or its order at the  
designate, which note represents  
all and singular the cove-  
nants first part, otherwise to remain

principal sum and interest above  
and paid by the said party  
part may make any payments  
sums so paid shall become  
sufficient in any suit to foreclose  
al or special, which may be  
buildings in good repair and  
part, its successors or assigns,  
failure to do so, the said party  
the amounts paid therefore,  
and in the same manner as the

any installment of interest.  
insurance of such defaults, the  
due and payable, and there-  
assignments, shall be entitled to  
of said premises, which are  
n, and may proceed to fore-  
close and not in parcels.  
the day and year

olic in and for said County  
he executed the  
n.  
ck. P. M.  
Register of Deeds,  
Deputy.

For Assignment, See Book 65 Page 129

The following is endorsed on the original instrument:  
This note secured by this mortgage has been paid in full, and this  
mortgage is hereby released and cancelled this 19th day of March 1923  
of Farmers State and Savings Bank, a  
A. D. 1923 National Reserve Life Insurance Co.  
Register of Deeds

Copy back

This Indenture, Made this 1st day of March A. D. 1920, between  
Philip Ross and Marie Ross, husband and wife

of the County of Douglas and State of Kansas, parties of the first part, and The Farmers State and Savings Bank, a  
corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Four Thousand Five Hundred Twenty Five and 00/100 (\$4525.00) Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part,  
its successors and assigns, the following described real estate situate in the County of Douglas and State of Kansas, to-wit:  
The South half (1/2) of the Northwest Quarter of Section Eight (8),  
Township 2 North, Range 19 East of 15th P.M.

TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and  
every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said parties of the first part  
hereby covenant, that at the delivery hereof they are lawfully seized of said premises and have good right to convey the same; that said  
premises are free and clear of all incumbrances; and that they will Warrant and Defend the same against the lawful claims of all persons  
whomsoever.

PROVIDED, HOWEVER, That if the said parties of the first part, shall pay or cause to be paid to the said party of the second part, its successors or  
assigns the principal sum of  
Four Thousand Five Hundred Twenty Five and 00/100 (\$4525.00) Dollars,  
on the 1st day of March A. D. 1923, with interest thereon at the rate of 4 1/2 per cent per annum,  
payable semi-annually on the 1st days of September and March in each year,  
together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal  
sum after the same becomes due or payable, according to the tenor and effect of a certain promissory note, and ten coupon interest notes  
thereto attached bearing even date herewith, executed by said parties of the first part and payable to the party of the second part or its order at the  
Bank of said company, in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents  
a just indebtedness and an actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the cove-  
nants herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part, otherwise to remain  
in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above  
specified, in manner aforesaid, together with all costs and expenses of collections, if any there shall be, and any costs, incurred and paid by the said party  
of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments  
necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become  
a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose  
this mortgage.

And the said parties of the first part hereby further covenant and agree to pay all taxes, general or special, which may be  
assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and  
insured to the amount of \$4000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns,  
and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party  
of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefore,  
with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the  
principal sum hereby secured.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest,  
or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such defaults, the  
said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and there-  
upon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to  
the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are  
hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to fore-  
close this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year  
first above written.

Philip Ross  
Marie Ross

STATE OF KANSAS,  
County of Douglas ss:

On this 1st day of March A. D. 1923 before me, the undersigned, a Notary Public in and for said County  
and State, personally appeared Philip Ross and Marie Ross, husband and wife

to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the  
same as their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

My Commission expires January 19, 1923

Geo. P. Wecke  
Notary Public

Filed for Record on the 23rd day of February A. D. 1922 at 2:55 o'clock P. M.

Estelle W. Nechapski, Register of Deeds.  
James Buchanan, Deputy.