

MORTGAGE RECORD 66

249

ss. 17th day of 10:25 A.M. man Register of Deeds. Deputy.

Lord, one thousand nine

ies. of the second part.

duly paid, the receipt of ies. of the second part, co-wit:

ies above granted, and wisd of

that may be levied or assessed

made in such sum and by such

the extent of their

red as herein provided, then the

ture, and shall bear interest at

DOLLARS, 19.24

and also to secure any sum or

in the event that said part

payments or any part thereof

not kept up, as provided herein,

and the whole sum remaining

and payable at the option of the

of the said premises and all the

by granted, or any part thereof,

charge incident thereto, and the

herefrom shall extend and inure

the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

D. 19. 24, before me, a

Notary Public

Notary Public.

authorize the Register of

carried Mortgagee-Owner.

FROM

Hubert B. Thiry et al.

TO

Citizens State Bank,

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19th day of Jan A. D. 1924. At 9:00 A.M.

Isa E. Wellman Register of Deeds.

By Joe Wellman Deputy.

THIS INDENTURE, Made this 2nd day of January in the year of our Lord, one thousand nine hundred and twenty-four between Hubert B. Thiry and Lydia E. Thiry, his wife

of Stilwell in the County of Johnson and State of Kansas

part ies. of the first part, and The Citizens State Bank, Lawrence, Kansas.

part ies. of the second part.

WITNESSETH, that the said part ies. of the first part, in consideration of the sum of Two Hundred fifty and no/100 DOLLARS, to them 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 ies. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Fifty-Six (56) on Kentucky Street, in the original town of Lawrence, Kansas.

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

And the said part ies. of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and wisd of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, save a \$5000.00 mortgage to the Citizens State Bank, Lawrence, Kansas

It is agreed between the parties hereto that the part ies. 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 ies. of the second part, the low, if any, made payable to the part ies. of the second part to the extent of their interest. And in the event that said part ies. 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 ies. 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Hundred Fifty and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 2nd day of January 1924, and by its terms made payable to the part ies. 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 ies. of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part ies. of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein provided, 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 new, 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 ies. of the second part or their assigns 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 surplus, if any there be, shall be paid by the part ies. making such sale, on demand, to the first part ies.

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 ies. of the first part have hereunto set their hands and seals and seal and seal the day and year last above written.

Hubert B. Thiry (SEAL)

Lydia E. Thiry. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.

COUNTY OF Douglas

BE IT REMEMBERED, That on this 7th day of January A. D. 1924, before me, a Notary Public in the aforesaid County and State, came Hubert B. Thiry and Lydia E. Thiry, his wife

L.S.

to me personally known to be the same person, 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 20th day of April 1925 A. F. McClanahan 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 5th day of Jan. 1925

Corp. Seal.

The Citizens State Bank - J.P.H.
By A. F. McClanahan Mortgagee-Owner.

This Release was written on the original Mortgage as hereby entered this 22nd day of Jan. 1925
Isa E. Wellman
Reg. of Deeds.