

MORTGAGE RECORD 66

263

10:50 A. M.
Wellman
Register of Deeds.
Deputy.

our Lord, one thousand nine

188 of the second part.

duly paid, the receipt of
188 of the second part,
to-wit:

premises above granted, and seized of

ments that may be levied or assessed
and tornado in such sum and by such
rt to the extent of their
insured as herein provided, then the
indenture, and shall bear interest at

DOLLARS,
1924.

ation and also to secure any sum or
d, in the event that said party

such payments or any part thereof
is not kept up, as provided herein,
and the whole sum remaining
due and payable at the option of the
holder hereof, without notice, and it shall be lawful for the said party

ing therefrom shall extend and inure
to seal. the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas }

BE IT REMEMBERED, That on the 7th day of February, A. D. 1924, before me, a

Notary Public

George W. Carter

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 27th day of January 1927.

Notary Public.

and authorize the Register of

Deeds to enter the discharge of this mortgage of record. Dated this 4th day of March 1926

By J. W. M. Chapman

Notary Public.

Register of Deeds.

Deputy.

FROM

George W. Carter

TO

Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8th day of February A. D. 1924, at 9:15 A. M.

By J. E. Wellman
J. E. Wellman
Register of Deeds.
Deputy.

THIS INDENTURE, Made this seventh day of February, in the year of our Lord, one thousand nine hundred and twenty-four between George W. Carter

of Lawrence, in the County of Douglas and State of Kansas.

part of the first part, and Merchants Loan & Savings Bank part of the second part. WITNESSETH, that the said party of the first part do hereby covenant and agree that at the delivery of the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southeast Quarter (1/4) of Block number Four Six (46) West Lawrence, in the city of Lawrence, less and excepting therefrom the following described tract of land, beginning at the South West corner of said South East Quarter (1/4) of Block (46) West Lawrence, thence East One Hundred and Fifty Seven (157) feet thence North One Hundred Fifty (150) feet, thence West one Hundred and fifty seven (157) feet, thence south one hundred and fifty (150) feet to beginning.

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

And the said party of the first part do hereby covenant and agree that at the delivery of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 become due and payable, and that he 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party 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 party 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 repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Six Hundred

DOLLARS, according to the terms of the certain written obligation for the payment of said sum of money, executed on the 7th day of February 1924, and by its terms made payable to the party 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 party 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 party 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 specified, 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 now, 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 party of the second part 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 party of the second part, making such sale, on demand, to the first party of the second part.

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 party of the first part has hereunto set his hand and seal the day and year last above written.

George W. Carter. (SEAL)

(SEAL)

(SEAL)

(SEAL)

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 4th day of March 1926

Loop Seal

By J. W. M. Chapman

Notary Public.

This Release was written in the original mortgage entered this 22nd day of March 1926 by J. E. Wellman Register of Deeds Deputy.