

## MORTGAGE RECORD 66

FROM

George Maddux, et al.

TO

Watkins National Bank,

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8th day of February A. D. 1924. At 9:20 A. M.

Jas E. Wellman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this seventh day of February, in the year of our Lord, one thousand nine hundred and twenty four, between George Maddux and Matilda A. Maddux his wife of Lawrence, in the County of Douglas and State of Kansas, part 1es. of the first part, and

Watkins National Bank  
 WITNESSETH, that the said part 1es. of the first part, in consideration of the sum of Three Hundred 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 y. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South fifty (50) feet of Lots One (1) and two (2) in Block Twelve (12) Lanes second Addition an Addition to the City of Lawrence, Ks.

with the appurtenances and all the estate, title and interest of the said part 1es. of the first part therein.

And the said part 1es. of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seind of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage of \$1500/00 to The Farmers State & Savings Bank dated Sept. 1, 1923.

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 water 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 y. 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 part y. making such sale, on demand, to the first part 1es. of the first 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 part 1es. of the first part has hereunto set their hand, seal and seal a. the day and year last above written.

George Maddux (SEAL)

Matilda A. Maddux. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas, ss.  
 COUNTY OF Douglas.

L.S.

BE IT REMEMBERED, That on this 7th day of February A. D. 1924, before me, a Notary Public in the aforesaid County and State, came George Maddux and Matilda A. Maddux, his wife, 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 18 day of October 1924. I. C. Stevenson 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 8th day of September 1924.

Corp Seal.

Watkins National Bank

Ch. Tucker Pres.

Mortgage Owner.

This Release was written on the original mortgage entered into by the parties on 1924.