

# MORTGAGE RECORD 66

265

ss.  
8th day of  
20 A. M.  
Register of Deeds.  
Deputy.

ur Lord, one thousand nine  
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uly paid, the receipt of  
y of the second part,  
to-wit:

imes above granted, and seized of  
Farmers State & S  
nts that may be levied or assessed  
tornado in such sum and by such  
to the extent of their  
insured as herein provided, then the  
ndenture, and shall bear interest  
DOLLARS  
1924  
tion and also to secure any sum or  
in the event that said part 108  
uch payments or any part thereof  
is not kept up, as provided herein,  
the whole sum remaining  
and payable at the option of the  
on of the said premises and all the  
hereby granted, or any part thereof,  
charge incident thereto, and the  
ing therefrom shall extend and insure  
seal. s. the day and year  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

FROM

George Maddux et al.

TO

Watkins Natl. Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8th day of  
Feb. A. D. 1924. At 9:25 A. M.

By Dea 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 Maddux & Matilda A. Maddux his wife

of Lawrence in the County of Douglas and State of Kansas  
part 108 of the first part, and Watkins National Bank

WITNESSETH, that the said parties of the first part, in consideration of the sum of Two Thousand 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 North Eighty four (84) feet of lot One (1) in Block Twelve (12) Lane Second Addition, an addition to the city of Lawrence, Ks.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 108 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 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 part 108 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 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said part 108 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 y 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 Two Thousand DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the seventh day of February 1924 and by its terms made payable to the part y 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 y 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 108 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 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 108.

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 108 of the first part have hereunto set their hand, s. and seal s. the day and year last above written.

George Maddux (SEAL)

Matilda A. Maddux. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.  
COUNTY OF Douglas.

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

LS

to me personally known to be the same person s 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 28 day of March 1925

Corp. Seal.

Watkins National Bank  
J. C. Stevenson Cashier

nd authorize the Register of  
Deeds to enter the discharge of this mortgage of record.  
Mortgagee. Owner.

The Release  
is with  
the original  
mortgage  
entered  
this 28th day  
of March  
1925