

# MORTGAGE RECORD 66

267

Y, ss.  
11th day of  
3-20 P.M.  
Register of Deeds.  
Deputy.

our Lord, one thousand nine

t. y. of the second part.  
duly paid, the receipt of  
t. y. of the second part,  
to-wit:

(20)  
0)  
ode,  
g Ten (10)

remies 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 its  
insured as herein provided, then the  
indemnity, and shall bear interest at

DOLLARS,  
19.24

ed, in the event that said part y.

such payments or any part thereof  
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 mortgage shall become absolute and the whole sum remaining  
due and payable at the option of the

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  
overplus, if any there be, shall be paid by the part y. making such sale, on demand, to the first part y.

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 issue  
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 ha. ve. hereunto set their hand. s. and seal. s. the day and year  
last above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
COUNTY OF Douglas }

A. D. 19 24, before me, a

acknowledged the execution of

on the day and year last

evanenson.

Notary Public.

and authorize the Register of

27

ar Paul  
Mortgage. Owner.

FROM  
Carl H. Bruchmiller, et al.  
TO  
Merchants Loan & Savings Bank  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 12th day of  
February A. D. 1924, At 9:30 A. M.  
By Isal E. Wellman  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this First day of February, in the year of our Lord, one thousand nine hundred and Twenty-four between  
Carl H. Bruchmiller and Ollie M. Bruchmiller, his wife,  
of Lawrence, in the County of Douglas and State of Kansas,  
part ies of the first part, and  
Merchants Loan & Savings Bank,  
part ies of the second part.  
WITNESSETH, that the said part ies of the first part, in consideration of the sum of  
Six Thousand DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, ha. ve. 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 East One Hundred feet of Lot Six (6)  
block nine (9) in Oread Addition to the city of  
Lawrence, in Douglas County, 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 owner s. 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 paying making lawful claim thereto.

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 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 loan, 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 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 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  
Six Thousand DOLLARS,  
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st 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 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 specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof  
or any obligation 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 improvements are 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  
overplus, if any there be, shall be paid by the part y. making such sale, on demand, to the first part y.

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 issue  
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 ha. ve. hereunto set their hand. s. and seal. s. the day and year  
last above written.

Carl H. Bruchmiller (SEAL)

Ollie M. Bruchmiller (SEAL)

(SEAL)

(SEAL)

BE IT REMEMBERED, That on this 9th day of February A. D. 19 24, before me, a  
Notary Public in the aforesaid County and State, came  
L.S. Carl H. Bruchmiller and Ollie M. Bruchmiller, his wife,  
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 27th day of January 1927 F. C. Whipple 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 2nd day of Aug 1928

Corp. seal.

Merchants Loan & Savings Bank  
By: F. C. Whipple Cashier

This Release  
was written  
on the original  
Mortgage  
entered  
this day  
of Aug  
1928  
F. E. Wellman  
Reg. of Deeds.

Deputy