

MORTGAGE RECORD 66

273

Y, ss.
21st day of
11:00 A.M.
Register of Deeds.
Deputy.

our Lord, one thousand nine
Kansas

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

ty of
est
nce North 75
of Lawrence, Douglas

remises above granted, and seized of
Trust Company,

ments that may be levied or assessed
and tornado in such sum and by such
part to the extent of their
insured as herein provided, then the
indenture, and shall bear interest at
DOLLARS,
1924
igation and also to secure any sum or
rd, in the event that said part 108

in such payments or any part thereof
is not kept up, as provided herein,
absolute and the whole sum remaining
due and payable at the option of the
holder of the said premises and all the
hereby granted, or any part thereof,
and charges incident thereto, and the
therefrom shall extend and inure

and seal the day and year
(SEAL)
(SEAL)
(SEAL)
(SEAL)

A. D. 1924, before me, s
M. Humphrey, President of
acknowledged the execution of
al on the day and year last
han
Notary Public.

and authorize the Register of
Deeds to enter the discharge of this mortgage of record. Dated this
Owner's

FROM

D. S. Woodward, et al
TO
Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of
February A. D. 1924, At 4:35 P. M.
Isa E. Wellman
By Joel Wellman Register of Deeds.
Deputy.

THIS INDENTURE, Made this fifteenth day of February, in the year of our Lord, one thousand nine hundred and twenty-four between
D. S. Woodward and Bettie A. Woodward, his wife,
of Lawrence, in the County of Douglas and State of Kansas
part 108 of the first part, and Merchants Loan & Savings Bank
WITNESSETH, that the said part 108 of the first part, in consideration of the sum of
Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he 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:

Lot Number One Hundred Thirty-three (133) on Tennessee
Street on the City of Lawrence in Douglas County, Kansas.

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 owner 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 therein.

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 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 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 y 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 DOLLARS,
Two Thousand, for the payment of said sum of money, executed on the 15th day of February 1924, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 15th 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 108 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 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 inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seal the day and year last above written.

D. S. Woodward (SEAL)

Bettie A. Woodward (SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 15th day of February A. D. 1924, before me, s
Notary Public in the aforesaid County and State, came
L. S.
D. S. Woodward and Bettie A. Woodward, 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 27 day of January 1924 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 day of 19

Mortgage. Owner.