

# MORTGAGE RECORD 66

283

ss.  
14th day of  
1:30 P. M.  
Register of Deeds.  
Deputy.

our Lord, one thousand nine

y. of the second part.

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

lines above granted, and seized of

nts that may be levied or assessed  
tornado in such sum and by such  
to the extent of \$100

entured as herein provided, then the

enture, and shall bear interest at

DOLLARS.

19 24

tion and also to secure any sum or

in the event that said part—100

uch payments or any part thereof

not kept up, as provided herein.

ute and the whole sum remaining

and payable at the option of the

of the said premises and all the

erately granted, or any part thereof,

charges incident thereto, and the

therefrom shall extend and issue

seal g. the day and year

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FROM  
Linnie Nielson  
TO  
Merchants Loan & Savings Bank  
STATE OF KANSAS, DOUGLASS COUNTY, ss.  
This instrument was filed for record on the 15th day of  
March A. D. 1924. At 11:15 A. M.  
Joel E. Wellman  
Register of Deeds.  
By Joel Wellman Deputy.

THIS INDENTURE, Made this fourteenth day of March, in the year of our Lord, one thousand nine hundred and twenty-four, between Linnie Nielson, single  
of \_\_\_\_\_ in the County of Douglas and State of Kansas  
part y. of the first part, and Merchants Loan & Savings Bank  
part y. of the second part.

WITNESSETH, that the said part y. of the first part, in consideration of the sum of  
Four Hundred DOLLARS, to her duly paid, the receipt of  
which is hereby acknowledged, has sold, and by this indenture do es 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 Nine (9) in Block Number Fourteen (14)  
Lane Place Addition, to the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part y. of the first part therein.  
And the said part y. of the first part do es hereby covenant and agree that at the delivery hereof she is 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 y. 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 she 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  
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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of  
Four Hundred DOLLARS.  
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 14th day of March 19 24  
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 y.

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 provided, 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  
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 y. of the first part has hereunto set her hand and seal the day and year  
last above written.  
Linnie Nielson (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas  
COUNTY OF Douglas ss.  
BE IT REMEMBERED, That on this 14th day of March A. D. 19 24, before me, a  
Notary Public in the aforesaid County and State, came  
Linnie Nielson

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 24th day of June 1925 W. F. March  
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 3rd day of October 19 28  
Merchants Loan & Savings Bank  
Lawrence, Kansas  
By J. L. Whipple, Cashier.  
Corp Seal.

This mortgage  
was written  
on the 14th day  
of March  
1924  
Joel E. Wellman  
Register of Deeds