

## MORTGAGE RECORD 66

285

he, 17<sup>th</sup> day of  
9:30 A. M.  
Wellman  
Register of Deeds.  
man. Deputy.

of our Lord, one thousand nine

part 108 of the second part.

duly paid, the receipt of  
part 108 of the second part,  
as, to-wit:

rence.

premises above granted, and seized of

assessments that may be levied or assessed  
and tornado in such sum and by such  
part to the extent of \$600.

insured as herein provided, then the

his indenture, and shall bear interest at

DOLLARS,

rch 1924.

obligation and also to secure any sum or

added, in the event that said part 108

in such payments or any part thereof

one is not kept up, as provided herein,

and the whole sum remaining

due and payable at the option of the

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 108 of the second 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 108 of the first part ha. va. hereto set their hand. s. and seal. s. the day and year

last above written.

any, (SEAL) (SEAL)

IDENT (SEAL)

(SEAL)

(SEAL)

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FROM  
Cornelius Young, et al.  
TO  
Watkins National Bank, Lawrence, Ks.  
By Seal E. Wellman  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 17<sup>th</sup> day of March, in the year of our Lord, one thousand nine hundred and Twenty four, between Cornelius Young and Laura F. Young, his wife, of Lawrence, in the County of Douglas and State of Kansas part 108 of the first part, and Watkins National Bank part y of the second part.

WITNESSETH, that the said part 108 of the first part, in consideration of the sum of Thirty five hundred DOLLARS, to duly paid, the receipt of which is hereby acknowledged, ha. 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 28<sup>1</sup>/<sub>2</sub> feet of Lot No One Hundred & Twenty (120)  
And the North 26<sup>1</sup>/<sub>2</sub> feet of Lot No. One Hundred & Twenty two  
(122) Louisiana Street City of Lawrence.

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 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 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 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Thirty Five Hundred

DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 17 day of March 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 overplus, if any there be, shall be paid by the part 108 of the second 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 108 of the first part ha. va. hereto set their hand. s. and seal. s. the day and year last above written.

Cornelius Young (SEAL)

Laura F. Young (SEAL)

(SEAL)

(SEAL)

STATE Kansas ss.

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of March A. D. 1924, before me, a Notary Public in the aforesaid County and State, came

L.S. Cornelius Young and Laura F. Young, 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 10<sup>th</sup> day of April 1927. A. F. Flinn 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 11 day of March 1925

( Corp Seal )

Matthews Natl. Bank - Mortgage Owner.

CH Tucker Chas. Register of Deeds.

and authorize the Register of

1924

by A F M. Clanchau Jr.

Mortgage Owner.

This Release  
was written  
in the original  
mortgage  
and entered  
this 11<sup>th</sup> day  
of March  
1925.  
Seal E. Wellman  
Register of Deeds.