

## MORTGAGE RECORD 66

287

V, ss.  
25<sup>th</sup> day of  
8:00 A. M.  
man  
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:

the City of Lawrence

in case above granted, and seized of

nts that may be levied or assessed  
tornado in such sum and by such  
to the extent of its  
insured as herein provided, then the  
denture, and shall bear interest at

DOLLARS,  
h 19 24  
tion and also to secure any sum or  
in the event that said parties

such payments or any part thereof  
is not kept up, as provided herein,  
lute and the whole sum remaining  
upaid, 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

on of the said premises and all the  
reby granted, or any part thereof,  
charges incident thereto, and the  
therefrom shall extend and inure

seal s the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

and authorize the Register of

ing Bank  
Mortgage. Owner.

lien

FROM

A. B. Hobbs et al  
TO  
Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25<sup>th</sup> day of

March A. D. 1924, At 8:10 A. M.

Isa B. Wellman  
By Joel Wellman, Register of Deeds.  
Deputy.

THIS INDENTURE, Made this twenty first day of March, in the year of our Lord, one thousand nine hundred and twenty-four between A. B. Hobbs and E. F. Hobbs her husband

of Lawrence in the County of Douglas and State of Kansas part 1es of the first part, and Merchants Loan & Savings Bank part y of the second part.

WITNESSETH, that the said part 1es of the first part, in consideration of the sum of

Two thousand fifty 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 east half of lot Number One Hundred forty eight (148) on Kentucky Street in the City of Lawrence, in Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part 1es of the first part therein.

And the said part 1es 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 parties making lawful claim therein.

It is agreed between the parties hereto that the part 1es 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 its interest. And in the event that said part 1es 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 Two Thousand Fifty DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 21st 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 1es of the first part shall fail to pay the same as provided in this indenture.

And this covenor now 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 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 hand s and seal s the day and year last above written.

A. B. Hobbs (SEAL)

E. F. Hobbs (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 21st day of March A. D. 1924, before me, s

Notary Public in the aforesaid County and State, came

A. B. Hobbs and E. F. Hobbs her husband

(L. S.) 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.

The following is endorsed on the original instrument: 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 27th day of August 1924

Recorded Aug. 28, 1924  
Joel E. Wellman  
Register of Deeds

Merchants Loan & Savings Bank -  
F. C. Whipple, Cashier, Mortgage. Owner.