

SAWL DODD WORTH STATIONERY CO KANSAS CITY MO 64607

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of April, A. D., 1924, At 3:00 P.M.

By Joe E. Wellman Register of Deeds.  
Joe Wellman Deputy.

Watkins National Bank

THIS INDENTURE, Made this Third day of April in the year of our Lord, one thousand nine hundred and twenty four between Elmer Athey and Ida Athey his wife

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and Watkins National Bank part of the second part.

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of \_\_\_\_\_ DOLLARS, to them \_\_\_\_\_ duly paid, the receipt of \_\_\_\_\_ Two Hundred Forty \_\_\_\_\_ which is hereby acknowledged, have \_\_\_\_\_ sold, and by this indenture do \_\_\_\_\_ Grant, Bargain, Sell and Mortgage to the said part 7 \_\_\_\_\_ of the second part, the following described real estate situated and being in the County of Douglas \_\_\_\_\_ and State of Kansas, to-wit:

Lots 7,8,9,10,11, and 12 in Fraziers Sub Division in that part of the city of Lawrence formerly known as North Lawrence

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

And the said part 1.00 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 thereto.

and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 100 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 will 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 1 of the second part, the lion, 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 100 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

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

Two Hundred forty \_\_\_\_\_ DOLLARS  
according to the terms of \_\_\_\_\_ certain written obligation \_\_\_\_\_ for the payment of said sum of money, executed on the 3rd day of April 1924  
and by \_\_\_\_\_ 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.

[illegible]

holder hereof, without notice, and it shall be lawful for the said party \_\_\_\_\_ 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 party \_\_\_\_\_ making such sale, on demand, to the first party \_\_\_\_\_

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 ies of the first part have hereunto set their hands and seals the day and year last above written.

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.

Elmer Athey (SEAL)

Ida Athey (SEAL)

C.H. Tucker (SEAL)

\_\_\_\_\_  
(SEAL)

STATE OF Kansas )  
COUNTY OF Douglas ) ss.

BE IT REMEMBERED, That on this third day of April A. D. 19 24, before me, a  
Notary Public in the aforesaid County and State, came

Elmer Athey and Ida Athey 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 10th day of April 1927 A. F. Flinn  
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 14 day of Oct - 1924  
Recorded October 14 1924 Bass, Nath: National Bank -

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Jas E Williams  
(Seal)  
C H. Tucker Pres.  
Mortgage. ORDER.

Register of Deeds