

MORTGAGE RECORD 66

299

SAM. DOWNORTH STATIONERY CO KANSAS CITY MO 64107

5 day of
10:35 A. M.
llman
Register of Deeds.
Deputy.

ur Lord, one thousand nine
as
100 of the second part.
duly paid, the receipt of
100 of the second part,
to-wit:

less above granted, and sold of
ts that may be levied or assessed
not kept up, as provided herein,
to the extent of their
ured as herein provided, then the
enture, and shall bear interest at
DOLLARS,
19 24
on and also to secure any sum or
sums of money advanced by the said part 100
each payments or any part thereof
not kept up, as provided herein,
ate and the whole sum remaining
and payable at the option of the
holder hereof, without notice, and it shall be lawful for the said part 100
improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and profits accruing therefrom, and to sell the premises hereby granted, or any part thereof,
in the manner provided 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
therefrom shall extend and bear
seal 8 the day and year
(SEAL)
(SEAL)
(SEAL)
(SEAL)

FROM
Chester C. Gibbens et al
TO
State Bank of Leocompton
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 7th day of
April A. D. 1924 At 9:45 A.M.
Jed E. Wellman
Register of Deeds.
Jed Wellman Deputy.

THIS INDENTURE, Made this 2nd day of April in the year of our Lord, one thousand nine hundred and twenty-four between Chester C. Gibbens and Flossie Gibbens, his wife, of Leocompton in the County of Douglas and State of Kansas part 100 of the first part, and the State Bank of Leocompton, Kans. part 100 of the second part.

WITNESSETH, that the said part 100 of the first part, in consideration of the sum of Twenty-Five Hundred & 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 100 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Blocks one- six and seven in the city of Leocompton County and State of Kansas aforesaid together with the included vacated streets between the center of Isaac street and Halderman street being the same tract of land described in a certain deed from Douglas County, Kansas to J. H. Bonbrake dated August 5th 1897- containing in all 12.15 acres, more or less-

Also:- lots 4 to 56 both inclusive in block 15 in said city of Leocompton.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 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 having lawful claim therein. 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 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 100 of the second part, the loss, if any, made payable to the part 100 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 100 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 Twenty Five Hundred Fifty & no/100 DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 2 day of April 19 24 and by its terms made payable to the part 100 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 100 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 100 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 obligations 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 100 of the second part or its successors 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 profits accruing therefrom, and to sell the premises hereby granted, or any part thereof, in the manner provided 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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand, seal and seal 8 the day and year last above written.

Chester C. Gibbens (SEAL)
Flossie Gibbens (SEAL)
(SEAL)
(SEAL)

STATE OF Kans. ss.
COUNTY OF Douglas
BE IT REMEMBERED, That on this 2nd day of April A. D. 19 24 before me, a Notary Public in the aforesaid County and State, came Chester C. Gibbens and Flossie Gibbens, his wife, who executed the foregoing instrument and duly acknowledged the execution of the same to me personally known to be the same persons as 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 3 day of Jan. 19 26 J. W. Kreider 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

Mortgagee, Owner.

Accepted April 22nd 1924
Jed E. Wellman
Register of Deeds

Deed

25 hundred and no/100 of the first part, in consideration of the sum of Twenty Five Hundred Fifty & no/100 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 100 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The following is indorsed on the original instrument

My Commission Expires on the 3 day of Jan. 19 26 J. W. Kreider Notary Public.