

MORTGAGE RECORD 66

SAYL BODGE NORTH STATIONERS ON KANSAS CITY, MO.

FROM

William Bredine et ux

TO

Citizens State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10th day of April A. D. 1924, At 10:25 A. M.

By

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

THIS INDENTURE, Made this 9th day of April, in the year of our Lord, one thousand nine hundred and twenty-four between William Bredine and Christena Bredine, his wife

of Lawrence in the County of Douglas and State of Kansas
 part 1es of the first part, and The Citizens State Bank, Lawrence, Kansas parties of the second part.

WITNESSETH, that the said part 1es of the first part, in consideration of the sum of Seventeen hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ye sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said parties 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 Eighty-five (85) feet of Lot One (1) on Pinckney Street in the City of Lawrence as shown by the recorded plat thereof-----

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 owners of the premises above granted, and seized of a good and lawful estate of inheritance therein, free and clear of all incumbrances, whatsoever

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 becomes 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 1es of the second part, the loss, if any, made payable to the part 1es of the second part to the extent of their 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 1es 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

Seventeen Hundred and no/100-----

DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 9th day of April 1924, and by 1es terms made payable to the part 1es 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 1es 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 mortgage 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 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 mortgage 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 1es of the second part 1es or their assigns 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 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 therein, and the surplus, if any there be, shall be paid by the part 1es making such sale, on demand, to the first part 1es.

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 1es of the first part ha ye hereunto set their hand s and seal s the day and year last above written.

William Bredine (SEAL)

Christena Bredine (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 9th day of April A. D. 1924, before me, a Notary Public in the aforesaid County and State, came William Bredine and Christena Bredine, his wife

to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

L.S.

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 20th day of April 1925 A. F. McClanahan 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 14th day of October 1926

Wm Bredine
 Corp Seal

The Merchants Loan Savings Bank
Pay G. F. McClanahan
Assignees
V. Pres.

Mortgage Owner

This Release was written on the original Mortgage and entered this 15 day of October 1926
Joe E. Wellman
 Reg. of Deeds.

County

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STATE OF

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