

MORTGAGE RECORD 66

317

FROM

Chester C. Gibbens, et al

TO

Merchants Loan & Savings Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22nd day of April A. D. 1924, at 2:15 P. M.

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

THIS INDENTURE, Made this seventeenth 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 the first part, and Merchants Loan & Savings Bank and State of Kansas,

WITNESSETH, that the said part ies of the first part, in consideration of the sum of Two Thousand 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:

Grant and convey blocks 1, 6 and 7 in the city of Leocompton, Douglas County, Kansas together with the included vacated streets between the center of Isaac Street and Haldeman Street being the same tract of land described in a certain deed from Douglas County, Kansas to J. H. Bobebrake dated August 5, 1897, said land being described as follows: Begin at a point 47 1/2 east 528 ft. from northeast corner of southwest 1/4 of Southeast 1/4 of Section 34, Township 11, Range 18; thence east 353 ft. north 506 ft. north 56 1/2 west 912 ft. south 674 ft. east 383 feet; south 335 feet to beginning in southeast 1/4 of Section 34, Township 11, Range 18 in city of Leocompton. Also beginning at a point north 1/2 east 349 ft. from the north east corner of the southwest 1/4 of Southeast 1/4 of Section 34, Township 11, Range 18; thence north 335 feet east 383 ft; south 335 feet; west 383 feet to beginning in South east 1/4 of Section 34, Township 11, Range 18, excepting any portion of the west 1/4 of Isaac Street in said Description, containing in all 12.15 acres more or less, also

Lots 4 to 56 both inclusive in block 15, in the City of Leocompton, Douglas County, Kansas, and all estate, title and interest of grantor therein.

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

And the said part ies 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, 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 ies 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 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 ies 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 repaid.

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

Two Thousand DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th day of April 1924 and by ies 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 ies 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 therein, 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 ies 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 part ies of the first part have hereunto set their hands and seal on the day and year last above written.

Chester C. Gibbens (SEAL)

Flossie Gibbens (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas) ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 19th day of April A. D. 1924, before me, a

Notary Public in the aforesaid County and State, came

Chester C. Gibbens and Flossie Gibbens, his wife

L. S. 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 8 day of January 1926. 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 21st day of July 1947

(Cup Seal)

The First Savings Bank of Lawrence, Kan.
By F. C. Whipple Cashier

This release was written on the original mortgage entered this 22 day of July 1947
J. W. Kreider
Reg. of Deeds

for record at Lawrence, Kan. 7/20/47 Page 335