

MORTGAGE RECORD 66

321

SAMUEL DOWNS STATIONERY CO. KANSAS CITY, MO. 64117

FROM
E K Carter
TO
Watkins National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 30th day of April A. D. 1924. At 2:20 P. M.
Isa E. Wellman
By Joe Wellman Register of Deeds.
Deputy.

THIS INDENTURE, Made this 20th day of March hundred and twenty four between E K Carter an unmarried man of Kansas City in the County of Jackson and State of Missouri part y of the first part, and Watkins National Bank part y of the second part.

WITNESSETH, that the said part y of the first part, in consideration of the sum of Eight Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha. s. 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:

Beginning at the Northwest corner of the northwest quarter of section thirty six (36) Township twelve (12) range nineteen (19) east of the sixth P. M. thence south 12-273/1000 chains thence east 8-60/100 chains thence south 6-973/1000 chains thence further south 23 feet 2 inches thence east 273 feet, thence south 190 feet, 10 inches to the center line of Warren street, extended west from the city of Lawrence Kansas; thence East 36 feet more or less to a point 13-32/100 chains East of the West line of said Quarter Section; thence North parallel with said West line of said quarter section to the North line thereof; thence West 13-32/100 chains to the place of beginning, less a strip running the entire length of the tract on the North side of said premises, dedicated to the Fort-to-Fort Highway; all in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part y of the first part therein.
And the said part y of the first part do hereby covenant and agree that at the delivery hereof the said part y of the first part shall be the lawful owner of the premises above granted, and secured 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 thereon.
It is agreed between the parties hereto that the part y 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 he 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 y of the second part, the loan, 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 y 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

Eight Thousand DOLLARS according to the terms of One certain written obligation for the payment of said sum of money, executed on the 20th day of March 1924 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 y of the first part shall fail to pay the same as provided in this indenture.

And this covenant 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 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 covenant 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 part y of the first part ha. s. hereunto set his hand and seal the day and year last above written.

E. K. Carter (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Missouri)
COUNTY OF Jackson) ss.
BE IT REMEMBERED, That on this 29th day of April A. D. 1924, before me, a Notary Public in the aforesaid County and State, came E. K. Carter L. S. to me personally known to be the same person 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 15th day of January 1927. William Phares 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 19 day of 1924.

Mortgage Owner.

For Registered - See Book 11 - Page 123
for Release see Book 19 Page 344