

MORTGAGE RECORD 66

KANSAS GOVT. NOTARY STATIONERY CO. KANSAS CITY, MO. 64103

FROM

E.L. Martin and al

TO

Merchants Loan & Sav. Bk.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3rd day of May A. D. 1924. At 4:10 P. M.

Isa E. Wellman

Register of Deeds.

By Joe Wellman Deputy.

THIS INDENTURE, Made this third day of May, in the year of our Lord, one thousand nine hundred and twenty-four between.

E.L. Martin and Bessie Martin, his wife.

of in the County of Douglas and State of Kansas

part 108 of the first part, and Merchants Loan & Savings Bank. part y of the second part.

WITNESSETH, that the said part 108 of the first part, in consideration of the sum of Six Hundred --- 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:

Beginning at the north east corner of a tract of land conveyed to William E. Martin by deed recorded in Book 109 page 494 of the records of Douglas County, Kansas which said point is 145 feet east of the west line and 1014 feet south of the northwest corner of the north east quarter of section 6, Township 13, Range 20 thence south 163 feet more or less to the north line of the land conveyed to W.E. Palmer by deed recorded in Book 109 Page 251 of the records of said county, thence east on the north line of said Palmer's land 57 feet, thence North 163 feet more or less to a point 57 feet east of the place of beginning, thence west 57 feet to the place of beginning in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 108 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 indefeasible estate of inheritance therein, free and clear of all incumbrances.

And that they warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 108 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 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 108 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 Six Hundred --- DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 3rd day of May 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 108 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 if the buildings on said real estate are not kept in as good repair as they are now, or if waste be 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 to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receipt 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 108 of the first part has hereunto set their hands and seal on the day and year last above written.

E.L. Martin (SEAL)

Bessie Martin. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 3rd day of May A. D. 1924, before me, a Notary Public in the aforesaid County and State, came,

E.L. Martin and Bessie Martin, his wife.

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 27th day of January 1927. F.C. Whipple 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 2nd day of August 1924. Recorded August 2nd 1924. Isa E. Wellman (Seal) Merchants Loan & Savings Bank F.C. Whipple Cashier Mortgage. Owner.

Register of Deeds