

MORTGAGE RECORD 66

349

FROM

Lillian S. Ewing

TO

The Citizens State Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11th day of June A. D. 1924. At 11:45 A. M.

By

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

THIS INDENTURE, Made this 1st day of June, in the year of our Lord, one thousand nine hundred and Twenty-four, between Lillian S. Ewing, a single woman,

of Lawrence in the County of Douglas and State of Kansas part y of the first part, and The Citizens State Bank, Lawrence, Kansas

WITNESSETH, that the said part y of the first part, in consideration of the sum of Twenty-five hundred and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part ies 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 Thirty (30) feet of the East Eighty (80)

feet of Lot Number Seven (7) in Block number Six (6) in Babcock's Addition to the City of Lawrence---

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 and remain the lawful owner of the premises above granted, and seized of a good and indivisible 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 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 becomes due and payable, and that she 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 ies of the second part, the loss, if any, made payable to the part ies of the second part to the extent of their 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 ies 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.

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

Twenty-five hundred and no/100

DOLLARS, according to the terms of the certain written obligation for the payment of said sum of money, executed on the 1st day of June 1924

and by its terms made payable to the part ies 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 ies 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 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 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 ies of the second part 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 thereto, and the surplus, if any there be, shall be paid by the part ies 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 at the respective parties hereto.

IN WITNESS WHEREOF, the part y of the first part has hereunto set her hand and seal the day and year last above written.

Lillian S. Ewing

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 16th day of June A. D. 1924, before me, a Notary Public in the aforesaid County and State, came

L. S. Lillian S. Ewing, a single woman

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 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 Sept. 1926

M. S. Brown
Assignee & Mortgage Owner.

For Assignment See Book 67 Page 15
" " " 67 " 122
Reg Fee
\$1.75
62-5

This Release
was written
in the original
Mortgage
filed
this day
of Sept.
1926
Isa E. Wellman
Reg. of Deeds.