

# MORTGAGE RECORD 66

367

11th day of  
A.M.  
Register of Deeds.  
Deputy.

four thousand nine

of the second part.  
paid, the receipt of  
of the second part,

granted, and seized of

may be levied or assessed  
such sum and by such  
of their  
reins provided, then the  
d shall bear interest at

DOLLARS,  
19 24  
to secure any sum or  
at that said part 100

or any part thereof  
up, as provided herein,  
the whole sum remaining  
at the option of the  
holder thereof, and the

shall extend and issue

the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

before me, a

illingsworth

the execution of

y and year last

Notary Public.

to the Register of

ge. Owner.

FROM  
Lucy L. Sigley and E. D. Sigley, her husband,  
TO  
The Citizens State Bank, Lawrence, Kansas.  
By  
Isa B. McElman  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 12th day of July  
hundred and Twenty-four between Lucy L. Sigley and E. D. Sigley, her husband

of Lawrence in the County of Douglas and State of Kansas  
part 100 of the first part, and The Citizens State Bank, Lawrence, Kansas,

WITNESSETH, that the said part 100 of the first part, in consideration of the sum of  
Twenty-five Hundred and no/100  
which is hereby acknowledged, ha 100 sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 100 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 a point 25 feet South of the North line  
of the Southeast Quarter (1/4) of Section 36, Township 12, Range 19  
and distant 980 feet West from the West side of Mississippi Street  
in the City of Lawrence, thence running West 229 feet, thence South  
305 feet; thence East 229 feet, thence North 305 feet to the point  
of beginning, it being understood that the South 10 feet of above  
described tract and the West 16 feet of the East 143 feet of above  
land is reserved for an alley or roadway-----

The Following is attached to original instrument)

State of Kansas, County of Butler, ss;

Be It Remembered That on this 11th day of July, A.D. 1924, before me, a Notary Public in the  
aforesaid County and State, came E. D. Sigley, husband of Lucy L. Sigley, to me personally known to be  
of the persons 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 above written.

L.S.

My commission expires;  
on the 16th day of November, 1926.

O. P. Cottman,  
Notary Public.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner. S of the premises above granted, and seized of  
a good and indefeasible 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 100 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 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 100 of the second part, the loss, if any, made payable to the part 100 of the second part to the extent of their

interest. And in the event that said part 100 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 100 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

Twenty-five 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 12th day of July 1924

and by its terms made payable to the part 100 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 100 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 100

of the first part shall fail to pay the same as provided in this indenture.

And the 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 100 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  
overplus, if any there be, shall be paid to the part 100 making such sale, on demand, to the first part 100

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 parties of the first part ha ve hereunto set their hand s and seal s the day and year

last above written.

Lucy L. Sigley (SEAL)

E. D. Sigley. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.

COUNTY OF Douglas

BE IT REMEMBERED, That on this 12th day of July A.D. 1924, before me, a

Notary Public, in the aforesaid County and State, came

Lucy L. Sigley, wife of E. D. Sigley,

to me personally known to be the same person s 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

above written.

My Commission Expires on the 20th day of April 1925 A. F. McClanahan,

Notary Public, this

1924

Isa B. McElman

Reg. of Deeds

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 12th day of May 1927.

Corp seal. The Citizens State Bank, Lawrence, Kansas.

By, A. F. McClanahan, Mortgagee, Owner.