

MORTGAGE RECORD 66

SAUL DODSWORTH STATIONERY CO KANSAS CITY MO 64109

FROM

Noah Hill et al
TO

Watkins Natl Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9th day of August A. D. 1924, at 11:25 A. M.By *Joe Wellman* Register of Deeds.
Joe Wellman Deputy.

THIS INDENTURE, Made this First day of June, in the year of our Lord, one thousand nine hundred and twenty-four, between Noah Hill and Pearl Hill his wife and Martha Hill a widow of the County of Douglas and State of Kansas part les of the first part, and The Watkins National Bank part y of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Seventeen 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:

The South-East Quarter (1/4) of the South West Quarter (1/4) of Section Fifteen (15) Township Thirteen (13) Range Nineteen (19)

(The Following is attached to the Original Instrument)
State of Kansas) ss
Douglas County)

Be it Remembered that on this 6 day of August A D 1924 before me Corydon E Lindley a Notary Public in and for said County and State came Noah Hill and Pearl Hill husband and wife who are personally known to me to be the same persons who executed the within instrument of writing and such person 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 March 21, 1925

(L.S)

Corydon E Lindley
Notary Public

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

And the said part les 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 les 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 interest. And in the event that said part les 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 Seventeen Hundred DOLLARS, according to the terms of O.T.B. certain written obligation for the payment of said sum of money, executed on the first day of June 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 les 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 y of the second part its successors 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 y making such sale, on demand, to the first part les.

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, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part les of the first part have hereunto set their hands and seals the day and year last above written.

Mrs Martha E Hill (SEAL)

Noah Hill (SEAL)

Pearl Hill (SEAL)

(SEAL)

STATE OF Illinois

COUNTY OF Cook

ss.

BE IT REMEMBERED, That on this 2nd day of June A. D. 1924, before me, a

Notary Public in the aforesaid County and State, came

Martha Hill

(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 5 day of February 1928

Herbert J. Tholsen
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 2 day of November 1923

Corp. Seal.

Watkins National Bank
Cashier
Mortgage Owner.

This Release
was written
on the original
Mortgage
entered
this 2 day
of 22nd Nov
1923

Chas. E. Henshaw
Reg. of Deeds.
Chas. E. Henshaw
Deputy