

MORTGAGE RECORD 66

385

COUNTY, ss.
on the 14 day of
At 11:00 A. M.
E. Wellman
Register of Deeds.
Deputy.

Year of our Lord, one thousand nine

part y of the second part.
duly paid, the receipt of
aid part y of the second part,
Kansas, to-wit:

State, on this 1st
entical person who ex-
d the same as his free

M. Purcell
Public

the premises above granted, and seized of

assessments that may be levied or assessed
fire and tornado in such sum and by such
nd part to the extent of \$18

olicies insured as herein provided, then the
this Indenture, and shall bear interest at

DOLLARS,
July 19 24
obligation and also to secure any sum or
vided, in the event that said part 108

ade in such payments or any part thereof
rance is not kept up, as provided herein,
the whole sum remaining
ome due and payable at the option of the

cession of the said premises and all the
lies hereby granted, or any part thereof,
its and charge incident thereto, and the

hereover therefrom shall extend and laue

and seal 8 the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 16th day of August A. D. 19 24, before me, a

Notary Public in the aforesaid County and State, came G. J. Stark and

Clara Stark, his wife

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 19 27 F. C. Whipple

Notary Public.

and, authorize the Register of

1927.

Savings Bank

Mortgagee, Owner.

Pres.

FROM
C. J. Stark et al.
TO
Merchants Loan & Savings Bank
THIS INDENTURE, Made this 16th day of August
hundred and twenty four between C. J. Stark and Clara Stark, his wife.
of Lawrence In the County of Douglas and State of Kansas
parties of the first part, and Merchants Loan & Savings Bank.
WITNESSETH, that the said parties of the first part, in consideration of the sum of
One thousand and no/100 DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do sell Grant, Bargain, Sell and Mortgage to the said party of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot number six (6) in B.F. Smiths Subdivision of Lots sixteen (16) seventeen (17)
Eighteen (18), Nineteen (19) in block fifteen (15) in Babcocks Enlarged Addition to the City
of Lawrence, and of lots twelve (12) and thirteen (13) in Cransons Subdivision of part of
block fifteen (15) Babcocks Enlarged Addition to the City of Lawrence 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 owner 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 will warrant and defend the same against all parties making lawful claim therein.

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 \$18

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

One Thousand DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 16th day of August 19 24

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 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 the 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 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

overplus, 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 laue

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 ha va hereunto set their hand s and seal s the day and year

last above written.

C. J. Stark (SEAL)

Clara Stark. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 16th day of August A. D. 19 24, before me, a

Notary Public in the aforesaid County and State, came G. J. Stark and

Clara Stark, his wife

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 19 27 F. C. Whipple

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 21st day of February 1928

Corp Seal

Merchants Loan & Savings Bank
By F. C. Whipple
Mortgagee, Owner.

This Release
was written
in the original
of the
of the
of the
of the

Notary Public.

of Deeds.

of Deeds.