

MORTGAGE RECORD 66

RECORDED AT THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF DOUGLAS COUNTY, KANSAS

FROM
 Octavia M. Moore et al
 TO
 Peoples State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 27th day of
 September A. D., 1924, At 1:35 P. M.
Geo. E. Wellman
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 16th day of September, in the year of our Lord, one thousand nine hundred and Twenty-four, between
 Octavia M. Moore and C. O. Moore, her husband,
 of _____ in the County of Leavenworth and State of Kansas
 parties of the first part, and
 Peoples State Bank, Lawrence, Kansas
 party of the second part.
 WITNESSETH, that the said part 1st of the first part, in consideration of the sum of
 Three 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 2nd 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 fifty three (53) on Connecticut Street, in the City of Lawrence according to recorded plat thereof----

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

And the said part 1st 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, except a certain mortgage for \$1500. dated Mch. 15 1923, and one for \$500 dated Aug. 18, 1923.

It is agreed between the parties hereto that the part 1st of the first part shall at all time 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 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of its interest. And in the event that said part 2nd of the second 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 1st 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
 Three Hundred DOLLARS,
 according to the terms of One certain written obligation for the payment of said sum of money, executed on the 26th day of May 1924, and by its terms made payable to the part 2nd 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 2nd of the second part for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st 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 2nd 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 2nd of the second part, making such sale, on demand, to the first part.

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 1st of the first part have hereunto set their hand and seal the day and year last above written.

Octavia M. Moore (SEAL)

C. O. Moore (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas) ss.
 COUNTY OF Douglas)

BE IT REMEMBERED, That on this 27th day of Sept. A. D. 1924, before me, a Notary Public in and for the County of Douglas and State of Kansas, personally known to be the same person as 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 10 day of April 1924 S. A. Wood.

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 19 day of _____ 19____.

Mortgagee. Owner.

BANK FORM

ATTEST:
N. Wood
 Notary Public

I, JOHN CALHOUN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a Judgment of Foreclosure was rendered on the 16th day of September 1924, in favor of the Peoples State Bank, Lawrence, Kansas, against Octavia M. Moore and C. O. Moore, her husband, for the sum of Three Hundred Dollars, with interest thereon, and that the same is duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 27th day of September 1924.

Witness my hand this 27th day of Sept. 1924.
 J. M. C. W. C. Wood
 Clerk District Court.