

# MORTGAGE RECORD 66

445

7th day of  
5 P. M.  
Register of Deeds.  
Deputy.

one thousand nine  
hundred and  
of the second part.  
said, the receipt of  
of the second part,

granted, and seized of

by be levied or assessed  
such sum and by such  
of his  
in provided, then the  
shall bear interest at

DOLLARS,  
1924  
to secure any sum or  
that said part. y

is or any part thereof  
as provided herein,  
whole sum remaining  
at the option of the  
premises and all the  
or any part thereof,  
thereof, and the

shall extend and insure  
he day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

before me, a

the execution of  
y and year last

Notary Public.

the Register of

Owner.

FROM

Louis H. Griffith et al

TO

The Lawrence, National Bank,

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27th day of  
Oct. A. D. 1924 At 4 35 P. M.

By *Joe E. Wellman* Register of Deeds.  
*Joe E. Wellman* Deputy.

THIS INDENTURE, Made this 25th day of October  
hundred and twenty-four, between

Louis H. Griffith and Hannah M. Griffith, his wife,

of the first part, and, in the County of Douglas and State of Kansas

WITNESSETH, that the said part 188 of the first part, in consideration of the sum of  
Five Thousand and no/100

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:

South East Quarter of Section Four (4) Township  
Fourteen (14) Range Eighteen (18)

with the appurtenances and all the estate, title and interest of the said part 188 of the first part therein.

And the said part 188 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 188 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 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of their interest. And in the event that said part 188 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  
Five Thousand and no/100

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 25th day of October 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 188 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 taxes are 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 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part 188.

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 188 of the first part have hereunto set their hands and seals on the day and year last above written.

Louis H. Griffith (SEAL)

Hannah M. Griffith (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 25 day of October A. D. 1924, before me, a notary public in the aforesaid County and State, came Louis H. Griffith

and Hannah M. Griffith, his wife,  
L.S. to me 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 25 day of Jan. 1926 Geo. H. Kuhns 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 day of 1924.

Mortgagee. Owner.

L. JOHN GALLAGHER, Clerk of the District Court of Douglas County, Kansas  
do hereby certify that a judgment of foreclosure of the mortgage herein record-  
ed by said District Court, as the same is shown on the face of the record,  
has been rendered and entered on the 27th day of October 1924, at 4 35 P. M.  
in the case of Louis H. Griffith and Hannah M. Griffith vs. The Lawrence National Bank.  
Witness my hand this 27th day of October 1924.  
L. John Gallagher  
Clerk District Court

ATTEST:  
*Harold A. Bird*  
Register of Deeds.

for original - see O.R. 25 - p. 401.  
for original - see O.R. 27 - p. 127