

MORTGAGE RECORD 66

BANK DOWNTOWN STATIONERY CO KANSAS CITY MO 64179

FROM

Elzy L. Davis et al.

TO

Citizens State Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of Oct. A. D. 1924, At 2:40 P. M.

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

THIS INDENTURE, Made this 17th day of October, in the year of our Lord, one thousand nine hundred and twenty four between Elzy L. Davis and Amarillis Davis his wife.

of Lawrence in the County of Douglas and State of Kansas.
part 1st of the first part, and The Citizens State Bank, Lawrence, Kansas. part y of the second part.

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of Eight hundred and no/100 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 in the County of Douglas and State of Kansas, to-wit:

A part of the northwest quarter (1/4) of the South west quarter (1/4) of section ten (10), Township thirteen (13) Range twenty (20) Commencing at the south west corner of the northwest quarter (1/4) of said quarter (1/4) section, thence east eighty five (85) rods, thence north seventy five (75) rods, thence west sixty one and one half (61 1/2) rods, thence south to a point east of the south east corner of lot twenty (20) in the vacated town of Franklin, thence in a west direction along the south line of said lot to the west line of the above described quarter (1/4) section, thence south to the place of beginning, containing in all thirty six (36) acres more or less.

with the appurtenances and all the estate, title and interest of the said part 1st 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. 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 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 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 y of the second part, the less, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said part 1st 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

Eight 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 17 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 1st 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 kept in as good repair as they are now, or if waste is committed, or if 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 or 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 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 1st.

IN WITNESS WHEREOF, the part 1st of the first part has hereunto set their hand and seal on the day and year last above written.

Elzy L. Davis (SEAL)

Amarillis Davis. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 18th day of October A. D. 1924, before me, a Notary Public in the aforesaid County and State, came Elzy L. Davis and Amarillis Davis his wife,

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

L.S.

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 20th day of April 1925 A. F. McClanahan Notary Public.

RELEASE

This Release was written on the original Mortgage of Elzy L. Davis and Amarillis Davis this 1st day of April 1925.

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 1st day of April 1925.

Joe E. Wellman
Reg. of Deeds.

(Seal)

Joe E. Wellman
V.P.T. Mortgage Owner.

For Assignment See Book 67 Page 15

For Release See Book 67-48