

MORTGAGE RECORD 66

447

27 day of
P. M.
Register of Deeds.
Deputy.

and, one thousand nine

paid, the receipt of
of the second part,
:

(10), Town-
quarter (4)
(75) rods,
east corner
outh line
he place of

are granted, and wisd of

may be levied or assessed
in such sum and by such
ent of its
herein provided, then the
and shall bear interest at

DOLLARS,
19. 24.

do to secure any sum or
rent that said part. 100

rents or any part thereof

aid premises and all the

improvements thereof and

in the manner provided by

corruption, if any there be,

to, and be obligatory upon

IN WITNESS WHEREOF, the

last above written.

J. E. Brooks.

Edith Brooks.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Notary Public.

ize the Register of

gauge. Owner.

FROM

J. E. Brooks et al

TO

Merchants Loan & Savings Bank,

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28th day of October A. D. 1924. At 2:25 P. M.

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

THIS INDENTURE, Made this twenty-eight day of October hundred and twenty-four between J. E. Brooks and Edith Brooks, his wife,

of Lawrence In the County of Douglas and State of Kansas part ies. of the first part, and

Merchants Loan & Savings Bank
WITNESSETH, that the said part ies. of the first part, in consideration of the sum of One Thousand 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 Half (1/2) of the South east Quarter (1/4) of the Southeast quarter (1/4) of the South east Quarter (1/4) of Section Nineteen (19) Township Twelve (12) Range Twenty (20).

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

And the said part ies. of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner. S. of the premises above granted, and wisd 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 ies. 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 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 its interest. And in the event that said part y. 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 ies. 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 28th day of October 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 ies. 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 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 y. of the second 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 parties of the first part ha ve hereunto set their hands and seal the day and year last above written.

J. E. Brooks. (SEAL)

Edith Brooks. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 28th day of October A. D. 1924 before me, a Notary Public in the aforesaid County and State, came J. E. Brooks and Edith Brooks his wife.

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.

1.8.

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 25th day of November 19 27

Comp seal

Merchants Loan & Savings Bank.
By F. C. Whipple
Cashier

This Release was written on the original Mortgage and recorded on the 28th day of Nov. 1927.
Joe E. Wellman
Reg. of Deeds
m. Deputy