

# MORTGAGE RECORD 66

453

5 day of  
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Register of Deeds.  
Deputy.

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FROM

Ida J. Elliott et al.

TO

Merchants Loan & Sav. Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of  
Nov. A. D. 1924, at 10:25 A. M.

By

Deputy.

THIS INDENTURE, Made this 23rd day of October  
hundred and twenty four between

Ida J. Elliott and Harry L. Elliott her husband

of In the County of  
part of the first part, and Merchants Loan & Savings Bank. and State of

WITNESSETH, that the said part 1st. of the first part, in consideration of the sum of  
Sixteen 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 y of the second part,  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 21 rods south of the north east corner of the north east quarter  
(4) of section six (6) township thirteen (13), range twenty (20) east of the sixth Principal Meridian  
thence west twenty (20) rods; thence south eight (8) rods; thence west ten (10) rods; thence south  
eleven (11) rods; thence east thirty (30) rods thence north nineteen (19) rods along the east line of  
said quarter section to the point of beginning, all in Douglas County, Kansas.

## ACKNOWLEDGMENT.

State of Missouri ss.  
County of Jackson.

Be It Remembered, That on this 5th day of November A.D. 1924 before me, a Notary Public in  
the aforesaid county and State came Ida J. Elliott 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,

L.S.

My Commission expires on the 14th day of July 1927.

Herberta Spokesfield  
Notary Public

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 sold 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 thereto.

It is agreed between the parties hereto that the part 1st. 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 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

Sixteen Hundred

DOLLARS,  
according to the terms of the 1st. certain written obligation for the payment of said sum of money, executed on the 23rd day of October 1924,  
and by the 1st. 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 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 money 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 1st. 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 in-  
clude, 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 ha ve hereunto set their hand, s. and seal s. the day and year  
last above written.

Ida J. Elliott

Harry L. Elliott.

STATE OF Kansas ss.  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 4th day of November A. D. 1924, before me, a  
Notary Public in the aforesaid County and State, came

Harry L. Elliott

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 7th day of January 1927 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 Oct. 1927.

Corp Seal

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

Mortgagee. Owner.

This Release  
was written  
on the original  
Mortgage.  
Entered  
this 25th day  
of Oct. 1927  
F.C. Whipple  
Reg. of Deeds.  
Curry