

MORTGAGE RECORD 66

44-11 BODWORTH STATIONERY CO KANSAS CITY MO 64107

FROM

Lydia M. Harris, et al

TO

Merchants Loan & Savings Ex.

STATE OF KANSAS, DOUGLAS COUNTY, SS.

This instrument was filed for record on the 12 day of Nov. A. D., 1924 At 10:05 A. M.

Nov. 1905. A. D., 1924. At 1905 A. D. M.
Geo E. Wellman
 Register of Deeds
 By *Geo Wellman* Deputy.

THIS INDENTURE, Made this fifth day of November, in the year of our Lord, one thousand nine hundred and Twenty-four, between Lydia M. Harris, a widow, J.F. Harris and Myra Harris, his wife, W.F. Harris, a widower, and Ida Pollock, a widow, being the sole and only heirs of Albanus L. Harris, deceased.

of Douglas in the County of Douglas and State of Kansas.

part ies of the first part, and Merchants Loan & Savings Bank.

part y of the second part

WITNESSETH, that the said part 100 of the first part, in consideration of the sum of Twelve Hundred Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he yet 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:

Lot number one hundred thirteen (113) Rhode Island Street in the City of Lawrence, Kansas/

with the appurtenances and all the estate, title and interest of the said part 105 of the first part therein.

And the said part 108 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 thereto.

It is agreed between the parties hereto that the part 1.00 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 where 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 10 to 100 percent. And in the event that said part 1.00 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 percent from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Twelve Hundred Fifty DOLLARS,
according to the terms of ONE certain written obligation, for the payment of said sum of money, executed on the 5th day of November 19 24,
and by it 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 tax 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.

[illegible]

IN WITNESS WHEREOF, the part...ies... of the first part ha...ve... hereunto set... their... hand, s... and seal... the day and year
last above written.

Lydia M. Harris (SEAL)

Ida E. Pollock

W.H. Harris (SEAL)

J.F. Harris

Myra Harris. (SEAL)

STATE OF Kansas }
COUNTY OF Douglas } ss.

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 Lydia M. Harris, widow, Harris, Myra Harris, his wife, W.H. Harris, and Ida E. Pollock, a widow, sole and personally known to me the said person who executed the foregoing instrument and duly acknowledged the execution of

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 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 3rd day of August, 1928

Corp Seal

The Merchants Loan & Savings Bank
by A. F. W. Canadian Spruce Mortgagee. Owner.

This Release
was written
on the original
Mortgage

Entered
this..... day
of

Eni E. ...
Reg. ...

Get more