

MORTGAGE RECORD 66

457

12 day of
05 A. M.
Register of Deeds.
Deputy.

and, one thousand nine
a. Barrie his wife, W.E.
Albanus L.

of the second part.
paid, the receipt of
of the second part,

Lawrence, Kansas/

are granted, and seized 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
to secure any sum or
that said part 108

ments or any part thereof
up, as provided herein,
the whole sum remaining
able at the option of the
and premises and all the
ed, or any part thereof,
incident thereto, and the

the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

24 before me, a

arris, widow,
ow, sole and
ed the execution of
day and year last

Notary Public.

ize the Register of

gance. Owner.

FROM
C. A. Carter et ux
TO
Citizens State Bank.
By
Jas. E. Hellman
Register of Deeds.
Deputy.

THIS INDENTURE, Made this Twelfth day of November, in the year of our Lord, one thousand nine hundred and twenty-four, between Chester A. Carter and Minnie A. Carter, his wife of Lawrence in the County of Douglas and State of Kansas part 108 of the first part, and The Citizens State Bank, Lawrence, Kansas.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Fifteen 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, of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North half (1/2) of the East one-third (1/3) of Block Forty-eight (48), less the South One-hundred (100) feet of said North half (1/2) in that part of the City of Lawrence, known as West Lawrence.

with the appurtenances and all the estate, title and interest of the said part 108 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, whatsoever

and that they will warrant and defend the same against all parties making lawful claim thereon.
It is agreed between the parties hereto that the part 108 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 of the second part, the loss, if any, made payable to the part of the second part to the extent of its interest. And in the event that said part 108 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 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 Fifteen hundred and no/100 DOLLARS, according to the terms of the certain written obligation for the payment of said sum of money, executed on the 12th day of November 1924, and by its terms made payable to the part 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 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 108 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 or 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 part 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 making such sale, on demand, to the first part 108.

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 108 of the first part have hereunto set their hand and seal on the day and year last above written.

Chester A. Carter (SEAL)

Minnie A. Carter (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 12th day of November, A.D. 1924, before me, a Notary Public in the aforesaid County and State, came Chester A. Carter and Minnie A. Carter, his wife

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 20th day of April 1925 A. F. McClanahan 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 21st day of July 1927

copy seal
The Merchants Loan & Savings Bank
Mortgagee thereon
assignee of record

For Assignment See Book 67 Page 14

This Release was written on the original Mortgage and entered this 22 day of July 1927
J. E. Wells
Register of Deeds
Deputy