

# MORTGAGE RECORD 66

459

7th day of  
P. M.  
Register of Deeds.  
Deputy.

one thousand nine

of the second part.

paid, the receipt of  
of the second part,  
:

e granted, and seized of

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

DOLLARS,

December 1924  
tent that said part 168

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

the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Notary Public.

ze the Register of

ings Bank  
ce  
 Mortgage Owner.

FROM

P. W. Kahn et al.  
TO  
Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21st day of  
Nov. A. D. 1924, at 9:00 A. M.  
J. E. Wellman  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this nineteenth day of November  
hundred and twenty-four between  
P. W. Kahn and Opal H. Kahn, his wife, ss.

of Lawrence in the County of Douglas and State of Kansas.  
part 168 of the first part, and  
Merchants Loan & Savings Bank.

WITNESSETH, that the said part 168 of the first part, in consideration of the sum of  
Sixteen Hundred

which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 168 of the second part,  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Nine (9) Block fourteen (14) University Place, an addition to the City  
of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said part 168 of the first part therein.  
And the said part 168 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 therein.  
It is agreed between the parties hereto that the part 168 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 168 of the second part, the loss, if any, made payable to the part 168 of the second part to the extent of its interest. And in the event that said part 168 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 168 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  
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 19th day of November 1924  
and by its terms made payable to the part 168 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 168 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 168 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 a 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 168 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 168 making such sale, on demand, to the first part 168.

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 168 of the first part has hereunto set their hands and seal the day and year last above written.

F. W. Kahn (SEAL)

Opal H. Kahn (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 19th day of November A. D. 1924 before me, a

Notary Public in the aforesaid County and State, came

F. W. Kahn and Opal H. Kahn, his wife,

to me personally known to be the same persons 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 27 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 2nd day of June 1934

By *Lawrence Kansas*  
*Pay L.C. Whipple, Cashier.* Mortgage Owner.

This Release was written by the undersigned and is a true and correct copy of the original as filed in the office of the Register of Deeds of Douglas County, Kansas, on June 2, 1934.