

2-11-68 10:18 AM STATIONERY CO KANSAS CITY MO 64111

STATE OF KANSAS, DOUGLAS COUNTY, ss.

J. G. McElhinny.....et.....al

TO

Watkins National Bank

THIS INDENTURE, Made this 15th day of November, in the year of our Lord, one thousand nine hundred and twenty-four between \_\_\_\_\_

J. I. G. McElhinny and Mary R. McElhinny, his wife,  
 of Lawrence, \_\_\_\_\_ in the County of \_\_\_\_\_ Douglas \_\_\_\_\_ and State of \_\_\_\_\_ Kansas  
 parties \_\_\_\_\_ of the first part, and \_\_\_\_\_ Watkins National Bank, \_\_\_\_\_ part \_\_\_\_\_ of the second part

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

The East Ninety (90) feet of Lot Number one hundred thirty-four (134) on Kentucky Street in the City of Lawrence,

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

And the said part 1.66 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner. B 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 ies 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 y of the second part, the less, if any, made payable to the part y of the second part to the extent of its interest therein. And the said part ies of the first part shall fail to reimburse the same when the same become due and payable, and to keep said premises insured as herein provided, then the

Interest. And in the event that said part 100 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 5 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.

---Thirty-five Hundred.--- DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 15th day of November 1924

and by 18 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 18 of the first part shall fail to pay the same as provided in this indenture.

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 tax 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 balance on said real estate are not kept up as aforesaid prior to their due date, or if the same 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

in payments thereon in the manner provided by law and to make a receipt or receipts to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, and the more precisely by law and out of all moneys and rents and from such sale to redeem 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 100 making such sale, on demand, to the first part 100.  
The above covenants and conditions shall be binding on the heirs and assigns of the grantor and his heirs, and shall extend and inure to and obligate upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective party hereto.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year last above written.

J. I. G. McElhinny (SEAL)

Mary R. McElhinny. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 15th day of November A. D. 1924, before me, a  
Notary Public in the aforesaid County and State, came

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 13 day of October 1924 I. C. Stevenson  
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 21<sup>st</sup> day of November 1933

Anna C. Obinger  
Mortgagee. Owner.

The Palencia  
was taken  
on original  
mortgage  
and  
this 28<sup>th</sup> day  
of June  
1833  
A. A. P. P.  
King of Spain