

MORTGAGE RECORD 66

465

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

one thousand nine

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

vision

granted, and seized of

such sum and by such
nt of \$100
rtin provided, then the
d shall bear interest at

DOLLARS,
1924

to secure any sum or
at that said part \$100
of the first part thereof
to or any part thereof
up, as provided herein,
the whole sum remaining
due at the option of the
holder thereof, and all the
premises and all the
interest therein, and the
shall extend and inure
to the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

before me, a

the execution of
my and year last

Notary Public.

to the Register of

Savings Bank
Cashier

FROM
Fred Logan et al
TO
Lawrence Nat'l Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 28th day of
Nov. A. D., 1924, at 4:20 P. M.
J. E. Wellman
Register of Deeds.
By
Deputy.

THIS INDENTURE, Made this 28 day of November, in the year of our Lord, one thousand nine hundred and twenty-four between Fred Logan and Laura Logan, his wife, of Lawrence in the County of Douglas and State of Kansas part 100 of the first part, and Lawrence National Bank, of Lawrence, Kas. WITNESSETH, that the said part 100 of the first part, in consideration of the sum of One Hundred Fifteen 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 following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Number Five (5) Addition Number Eight (8)
in that part of the City of Lawrence, known as North Lawrence,

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 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 therein.

It is agreed between the parties hereto that the part 100 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 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 100 of the second part, the loss, if any, made payable to the part 100 of the second part to the extent of \$100 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 100 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

One hundred fifteen and no/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 28 day of November, 1924,

and by the 100 terms made payable to the part 100 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 100 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 100 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 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 100 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 100 of the second part to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Fred Logan (SEAL)

Laura Logan (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 28 day of Nov. A. D. 1924, before me, a

Notary Public in the aforesaid County and State, came

L. S. Fred Logan and Laura Logan, his wife,

to me personally known to be the same person as 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.

My Commission Expires on the 25 day of January, 1926 Geo. W. Kuhne, 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 28 day of January, 1926

Corp Seal

Lawrence National Bank
Mortgage Owner
Geo. W. Kuhne Cash

This Release was written on the original Mortgage entered this 28 day of Nov. 1924 J. E. Wellman Reg. of Deeds.