

MORTGAGE RECORD 66

467

FROM

Rosalthe E. Marvin et al.

TO

Merchants Loan & Sav. Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of

Dec. A. D., 1924. At 11:20 A. M.

By

Isaac E. Whipple
Register of Deeds.
Deputy.

THIS INDENTURE, Made this twenty-second day of November hundred and twenty-four between Rosalthe E. Marvin, a widow, Carl E. Harrison and Daisy L. Harrison his wife, sole legatees under the will of Hiram Leonard Marvin, deceased. of Lawrence in the County of Douglas and State of Kansas part ies of the first part, and Merchants Loan & Savings Bank.

WITNESSETH, that the said part ies of the first part, in consideration of the sum of Fifteen Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve 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:

Commencing 28 rods and 1/6 feet south of the northwest corner of the northeast quarter of section six (6) township thirteen (13) Range twenty (20) thence south 41-1/6 feet, thence east 38 rods thence north 41-1/6 feet, thence west 38 rods to place of beginning excepting therefrom the west 300 feet of the south 100 feet thereof, said exception being land deeded to Fred M. Springer and recorded in book 111, page 449 records of Douglas County, Kansas.

The following is endorsed on original instrument.
State of Texas. ss.
County of Dallas.

ACKNOWLEDGEMENT.

Be It Remembered, That on this 25th day of November A.D. 1924 before me a Notary Public in the aforesaid county and State came Carl E. Harrison 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 1st day of June 1925.

Jewell Miller.
Dallas County, Notary Public.

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

And the said part ies 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 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 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 its interest. And in the event that said part y 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% 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

DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 22nd day of November 1924, and by 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 taxes with interest thereon as herein provided, in the event that said part ies 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 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 is 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 y making such sale, on demand, to the first part y.
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 ies of the first part have va hereunto set their hand s and seal the day and year last above written.

Witnesses to mark of Rosalthe E. Marvin.

Carl E. Harrison (SEAL)

her (SEAL)

Rosalthe E. Marvin. (SEAL)

F.C. Whipple.

mark (SEAL)

Daisy L. Harrison.

Daisy L. Harrison. (SEAL)

STATE OF Kansas ss.

COUNTY OF Douglas

BE IT REMEMBERED, That on this 29th day of November A. D. 1924, before me, a

Notary Public in the aforesaid County and State, came Rosalthe E. Marvin

and Daisy L. Harrison

to me personally known to be the same person s 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 22nd day of October 1926.

carp deel

The First Savings Bank of Lawrence, Kansas
By George W. McKing
Victor President
Mortgage Owner.

This Release was written on the original and is signed by the Register of Deeds on the 28th day of October 1926.
Harold E. Reed
Reg. of Deeds
Lawrence, Kan.