

## MORTGAGE RECORD 66

515

29 day of  
P. M.  
Register of Deeds.  
Deputy.

and, one thousand nine  
Frederick

3  
of the second part.

paid, the receipt of  
of the second part,

four acres of  
Nineteen (19)

ave granted, and seized of

may be levied or assessed  
in such sum and by such  
extent of their  
herein provided, then the  
and shall bear interest at

DOLLARS,  
19 25

also to secure any sum or  
event that said part 108

ments or any part thereof  
at up, as provided herein,  
the whole sum remaining  
table at the option of the  
said premises and all the  
improved, or any part thereof,  
incident thereto, and the  
om shall extend and inure

the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

25, before me, a

O. Wilkerson  
ged the execution of  
day and year last

Notary Public.

authorize the Register of

ance, Kansas  
Mortgage Owner.

## MORTGAGE RECORD 66

515

FROM

George I. Bullene et al

TO

Peoples State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of

Feb A. D. 1925, At 4:30 P. M.

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 2nd day of February, in the year of our Lord, one thousand nine hundred and twenty-five between George I. Bullene and Norma P. Bullene, his wife

of Lawrence in the County of Douglas and State of Kansas

parties of the first part, and Peoples State Bank

WITNESSETH, that the said parties of the first part, in consideration of the sum of part 108 of the second part.

Four Thousand Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. 108 sold, and by this Indenture do Grant, Bargain, Sell and Mortgage to the said part 108 of the second part,

the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Two and Three in block one in the Babcock Place in an addition of City of 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, g. 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 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 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 108 of the second part, the loss, if any, made payable to the part 108 of the second part to the extent of 108 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 108 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

Four Thousand five hundred

DOLLARS.

according to the terms of their certain written obligation for the payment of said sum of money, executed on the 2nd day of February 19 25

and by the terms made payable to the part 108 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 108 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 the 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 108 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 108 of the second part, making such sale, on demand, to the first part.

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 ha. 108 hereunto set their hand, 8 and seal 8 the day and year last above written.

George I. Bullene (SEAL)

Norma P. Bullene (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.

COUNTY OF Douglas

BE IT REMEMBERED, That on this 2nd day of Feb. A. D. 19 25, before me, a

S. A. Wood in the aforesaid County and State, came

George I. Bullene and Norma P. Bullene, his wife,

L.S. to me personally known to be the same person, 8 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 10 day of April 19 25 S. A. Wood

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 29 day of September 1927

Q. J. Seal.

Peoples State Bank, Lawrence, Kansas.  
T. J. Sweeney Jr. Vice Pres.

Mortgage Owner.

This Release was written on the original Mortgage, and this day of Sept. 1927

Paul R. Montgomery  
Reg. of Deeds.

Deputy