

MORTGAGE RECORD 66

517

FROM

Jessie H. Fugate

TO

Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3rd day of Feb. 1925, A. D. 11:30 A. M.

Isa C. Wellman

By _____ Register of Deeds.
Deputy.

THIS INDENTURE, Made this 2nd day of February, 1925, between _____, in the year of our Lord, one thousand nine hundred and twenty-five

Jessie H. Fugate, a single woman

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

WITNESSETH, that the said part _____ of the first part, in consideration of the sum of _____ Dollars, to her _____ duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part _____ of the second part, the following described real estate situated and being in the County of Douglas _____ and State of Kansas, to-wit:

Lot One Hundred Ninety-eight (198)
on Tennessee Street, in the City of
Lawrence

with the appurtenances and all the estate, title and interest of the said part _____ of the first part therein.
And the said part _____ of the first part do hereby covenant and agree that at the delivery hereof _____ 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 _____ 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 _____ 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 _____ of the second part, the loss, if any, made payable to the part _____ of the second part to the extent of _____ interest. And in the event that said part _____ 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 _____ 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

Thirty Five Hundred (\$3500.00) Dollars, according to the terms of _____ certain written obligation _____ for the payment of said sum of money, executed on the 2nd day of February 1925

and by _____ this _____ terms made payable to the part _____ 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 _____ 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 _____ of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if each 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 _____ 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 _____ 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 herein.

IN WITNESS WHEREOF, the part _____ of the first part has hereunto set her hand and seal _____ the day and year last above written.

Jessie H. Fugate (SEAL)

STATE OF _____ Kansas
COUNTY OF _____ Douglas _____ ss.

BE IT REMEMBERED, That on this 28 day of January A. D. 1925, before me, a

Notary Public _____ in the aforesaid County and State, came

Jessie H. Fugate, a single woman

L. S. 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.

My Commission Expires on the 25 day of Jan. 1926 Geo. M. 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 27th day of March 1925.

The First Savings Bank of Lawrence, Lawrence, Kansas
By F. G. Whipple Cashier Mortgage Owner

(Corp. Seal)

Witness
of the original
Mortgage
this 27th day
of March 1925
Notary Public