

## MORTGAGE RECORD 66

SAUL DEWEY STATIONERY CO KANSAS CITY MO 64107

Reg Fee #372

175 ✓

FROM  
Bessie Hill et al  
TO  
Watkins National Bank,

STATE OF KANSAS, DOUGLAS COUNTY, MO.  
This instrument was filed for record on the 5th day of Feb. A. D. 1925, At 11:05 A. M.  
Lea E. Wellman  
Register of Deeds.  
By Deputy.

THIS INDENTURE, Made this 28th day of January, in the year of our Lord, one thousand nine hundred and twenty-five between

Bessie Hill and William Hill, husband and wife,  
of Lawrence in the County of Douglas and State of Kansas  
part 1st of the first part, and  
Watkins National Bank,  
part 2nd of the second part.

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of Six Hundred Seventy-five (\$675.00) DOLLARS, to them 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 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning 52 rods east of the southwest corner of the northwest quarter of Section 29, Township 12, Range 20; thence north 20 rods; thence east 4 rods; thence south 20 rods; thence west 4 rods to the place of beginning.

And also the west 4.16 acres of the South half of the east 1/3 of the south east quarter of Section 29, Township 12, Range 20.

And also the north half of lot 46 of Simpson Subdivision of North Lawrence less the east thirty (30) feet of said lot and also lot 64 and 65 of Simpson Subdivision, that part of Lawrence known as North Lawrence, all located in Douglas County, Kansas, containing in all approximately nine (9) acres.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised 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 1st 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 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of 1st interest. And in the event that said part 1st 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 2nd 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

Six Hundred Seventy-five and no/100 (\$675.00) DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 23 day of January 1925.

and by its terms made payable to the part 2nd 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 2nd 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 1st 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 2nd 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 permitted 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 overplus, if any there be, shall be paid by the part 2nd of the second part making such sale, on demand, to the first part 1st of 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 1st of the first part has hereunto set their hand and seal the day and year last above written.

Bessie Hill (SEAL)

William Hill (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 28 day of January A. D. 1925, before me, a Notary Public in and for the County of Douglas and State of Kansas, came Bessie Hill and William Hill husband and wife,

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 13 day of October 1928 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 day of 19.

Mortgagee. Owner.

BANK FORM

I, JOHN CALLAHAN, Clerk of the District Court at Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 12 day of December, 1925, and that the same is duly recorded in Journal, Vol. 508, Page 19.

Witness my hand this 19 day of December, 1925.  
John Callahan  
Clerk District Court.

ATTEST:

Register of Deeds

Harold Beck