

# MORTGAGE RECORD 66

527

FROM

SAM. DODD WORTH STATIONERY CO KANSAS CITY MO 64107

Edward S. Harvey et al  
TO  
The Watkins National Bank,

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 14th day of Feb. A. D. 1925, At 2:20 P. M.  
Geo. E. Wellman  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 12th day of February hundred and twenty-five between Edward S. Harvey and Maud Harvey, his wife, in the year of our Lord, one thousand nine hundred and twenty-five, in the County of Douglas and State of Kansas The Watkins National Bank

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of Four Thousand Seven Hundred and no/100 (\$4,700.00) which is hereby acknowledged, have 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:

Lot Number One Hundred Fifty-six (156) on Connecticut Street in the City of Lawrence, Kans.; And also: Beginning at the southwest corner of the southeast quarter (4) of Section Twenty-one (21) in Township Thirteen (13) of Range Twenty (20); thence east to the southeast corner of said quarter (4); thence North eighty (80) rods; thence West and parallel with the South line of said quarter section sixty (60) rods; thence North and parallel with the east line of said quarter section to the north line of said quarter section thence West to the northwest corner of said quarter section; thence south on the West line of said quarter section to a point fifty-seven (57) rods north of the southwest corner of said quarter section, thence continuing south on said line to the center of Coal Creek; thence up the center of said creek to the south line of said quarter section Twenty-one (21) thence East on the south line of said section to the place of beginning containing One Hundred Thirty-two (132) acres more or less. Also beginning at the northeast corner of the northwest quarter (4) section of Section Twenty-eight (28) in Township Thirteen (13) on Range Twenty (20); thence south on the East line of said quarter section about seventeen (17) rods to the center of the road as now traveled; thence northwesterly by said road to the middle of Coal Creek; thence down the middle of Coal Creek to the north line of said quarter section; thence east to the place of beginning, containing five-eighths (5/8) of an acre. Also the northeast quarter (4) of Section Twenty-eight (28) in Township Thirteen (13) of Range Twenty (20) containing 160 acres more or less. The second described tract is the homestead of the grantors. This mortgage is given as collateral and as additional security for the payment of three (3) notes totalling Four Thousand Seven Hundred Dollars (\$4700.00) extending to and covering any renewal or extension thereof.

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 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 thereto.

It is agreed between the parties hereto that the part 2nd of the second 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 2nd of the second part, the loan, if any, made payable to the part 2nd of the second part to the extent of its 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 Four Thousand Seven Hundred and no/100 DOLLARS, according to the terms of three certain written obligations for the payment of said sum of money, executed on the 12th day of February 1925, and by their 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 water is permitted 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, or its agent, 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 profits 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 said part 2nd of the second part, 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 hands and seal on the day and year last above written.

Edward S. Harvey (SEAL)  
Maud Harvey (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas ss.  
COUNTY OF Douglas BE IT REMEMBERED, That on this 12 day of February A. D. 1925, before me, a Notary Public in and for the aforesaid County and State, came

Edward S. Harvey and Maud Harvey, his 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 12th day of February 1925 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 7 day of January 1927 Watkins National Bank Corp. Seal C. H. Zucker Pres. Mortgage Owner.

For Charles Wellman per Book 67 Page 275

This Release was written on the original Mortgage and entered this 9 day of January 1927 Geo. E. Wellman Reg. of Deeds