

## MORTGAGE RECORD 66

SAUL DOORWORTH STATIONARY CO KANSAS CITY MO 64112

FROM  
Edw. T. Riling, (single)  
 TO  
Peoples State Bank, Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 21 day of  
February A. D. 1925 At 11:45 A. M.  
Geo. E. Wellman  
 Register of Deeds.  
 By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 19th day of February, in the year of our Lord, one thousand nine hundred and twenty-five between  
Edw. T. Riling, a single man

of Lawrence, in the County of Douglas and State of Kansas.  
 part 7 of the first part, and Peoples State Bank, Lawrence, Kansas part 7 of the second part.

WITNESSETH, that the said part 7 of the first part, in consideration of the sum of seven thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha s sold, and by this indenture do es Grant, Bargain, Sell and Mortgage to the said part 7 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Half ( $\frac{1}{2}$ ) of lot number seventy two (72) and the North Half ( $\frac{1}{2}$ ) of lot number seventy four (74) on Massachusetts street, in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 7 of the first part therein.

And the said part 7 of the first part do es 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 therein.

It is agreed between the parties hereto that the part 7 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 he 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 7 of the second part, the loss, if any, made payable to the part 7 of the second part to the extent of its interest. And in the event that said part 7 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 7 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 Seven thousand DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 19th day of February 1925 and by its terms made payable to the part 7 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 7 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 7 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such part 7 can 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 a 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 7 of the second part or its assigns 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 proceeds 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 7 making such sale, on demand, to the first part 7 and to be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part 7 of the first part ha s hereunto set his hand and seal the day and year last above written.

Edw. T. Riling (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
 COUNTY OF Douglas }

BE IT REMEMBERED, That on this 19th day of February A. D. 1925, before me, a Notary Public in the aforesaid County and State, came

Edw. T. Riling a single man  
 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 10th day of Feby 1925 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 13th day of September 1937

Peoples State Bank, Lawrence, Kansas  
By J. J. Lawrence, Jr. Pres. Mortgage Owner.

This Release  
 was written  
 on the original  
 Mortgage  
 entered  
 this 13th day  
 of Sept  
 1937

Handl. Bank (copy Seal)

By Handl. Bank  
 Reg. of Deeds

Certificate of Release  
 By Edw. T. Riling 77 Reg. 24  
 on 12-1-37  
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