

MORTGAGE RECORD 66

553

ss. 9 day of
20 A. M.
Register of Deeds.
Deputy.

ur Lord, one thousand nine
y of the second part.
duly paid, the receipt of
y of the second part,
to-wit:

mines above granted, and seized of
nts that may be levied or assessed
tornado in such sum and by such
to the extent of his
insured as herein provided, then the
indenture, and shall bear interest at
DOLLARS,
19 25
tion and also to secure any sum or
sums of money advanced by the said part
such payments or any part thereof
not kept up, as provided herein.
ute and the whole sum remaining
paid, and payable at the option of the
holder hereof, without notice, and it shall be lawful for the said part
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,
overplus, if any there be, shall be paid by the 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
last above written.

A. D. 19 25, before me, a
Notary Public.

nd authorize the Register of
Mortgage. Owner.

FROM
William B. Pine and Katie M. Pine
TO
Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 9 day of
March A. D. 1925, At 11:30 A. M.
Geo. E. Wellman
Register of Deeds.
Deputy.

THIS INDENTURE, Made this fourth day of March, in the year of our Lord, one thousand nine hundred and twenty-five between William Roscoe Pine and Katie May Pine, his wife of Lawrence in the County of Douglas and State of Kansas part 1es of the first part, and Merchants Loan & Savings Bank

WITNESSETH, that the said part 1es of the first part, in consideration of the sum of Fifty-six hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North Half of the North East Quarter of
The South East quarter; and the South half
of the South East Quarter of the North East
Quarter of Section Nineteen (19), Township
Twelve (12), Range Twenty (20) Douglas County,
Kansas.

with the appurtenances and all the estate, title and interest of the said part 1es of the first part therein.
And the said part 1es of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner. S of the premises above granted, and intend 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 1es of the first part shall at all time 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 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said part 1es 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 y 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 Fifty-six hundred DOLLARS,
according to the terms of One certain written obligation for the payment of said sum of money, executed on the 4th day of March 19 25 and by its terms made payable to the part y 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 y 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 1es 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 y of the second part its successor or 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 benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, overplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part y.
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 1es of the first part have hereunto set their hands and seal the day and year last above written.

William Roscoe Pine (SEAL)
Katie May Pine (SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.
BE IT REMEMBERED, That on this 5th day of March A. D. 1925, before me, a Notary Public in the aforesaid County and State, came William Roscoe Pine and Katie May Pine, his wife to me personally known to be the same persons, 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.
L. S.
My Commission Expires on the 20th day of April 1925 A. F. McClanahan 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 1 day of Sept 1927
The Merchants Loan & Savings Bank
by A. F. McClanahan Sec. Pro. Mortgage. Owner.

77
1400

Reg. Fee
97
This Release
written
original
page
entered
day
1927
J. C. Clancy
Reg. of Deeds.