

# MORTGAGE RECORD 66

561

18<sup>th</sup> day of  
10 A. M.  
L. M. Harper  
Register of Deeds.  
Deputy.  
Lord, one thousand nine  
y. of the second part.  
fully paid, the receipt of  
y. of the second part,  
wit:  
above granted, and seized of  
that may be levied or assessed  
made in such sum and by such  
the extent of his  
ed as herein provided, then the  
ure, and shall bear interest at  
DOLLARS,  
19. 25.  
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. 16B  
in payments or any part thereof  
of kept up, as provided herein,  
and the whole sum remaining  
of payable at the option of the  
of the said premises and all the  
y granted, or any part thereof,  
charges incident thereto, and the  
therefrom shall extend and inure  
al. 8. the day and year  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)  
D. 19. 25. before me, a  
son Enaye  
knowledge of the execution of  
the day and year last  
Notary Public.  
authorize the Register of  
Mortgagee. Owner.

FROM  
I. M. Harper and Mary E. Harper  
TO  
Merchants Loan & Savings Bank  
By  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 18<sup>th</sup> day of  
March A. D. 1925. At 10:15 A. M.  
J. C. Whipple  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this sixteenth day of March, in the year of our Lord, one thousand nine hundred and twenty-five, between I. M. Harper and Mary E. Harper, his wife

of Lawrence in the County of Douglas and State of Kansas  
part 16B of the first part, and Merchants Loan and Savings Bank

WITNESSETH, that the said part 16B of the first part, in consideration of the sum of Twenty-two hundred and fifty 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:

Lot numbered Sixteen (16) in Block Six (6)  
in that part of the City of Lawrence, known as  
South Lawrence in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part. 16B of the first part therein.  
And the said part 16B 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 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. 16B 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 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. 16B 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 Twenty-two hundred and fifty DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 16th 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. 16B 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 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. 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 16B of the first part have hereunto set their hand, seal and seal the day and year last above written.  
I. M. Harper (SEAL)  
Mary E. Harper, (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas ss.  
COUNTY OF Douglas  
BE IT REMEMBERED, That on this 16 day of March A. D. 19. 25, before me, a Notary Public in the aforesaid County and State, came I. M. Harper and Mary E. Harper, 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 27 day of Jan. 19. 27 F. C. Whipple 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 16th day of September 1931.  
Merchants Loan & Savings Bank  
By J. C. Whipple  
Mortgagee. Owner.

This instrument was filed for record on the 18th day of March 1925.

By the  
No. 169  
5301

This Release was written on the original Mortgage entered this 16th day of March 1925.  
J. C. Whipple  
Reg. of Deeds.  
Ellen H. Hays  
County Clerk