

# MORTGAGE RECORD 66

567

26 day of  
5 A. M.  
man.  
Register of Deeds.  
Deputy.

ord, one thousand nine  
To  
of the second part.  
of the second part.  
fully paid, the receipt of  
of the second part,  
wit:

above granted, and seized of  
Mortgage payable to

that may be levied or assessed  
into in each sum and by such  
the extent of their  
as herein provided, then the  
and shall bear interest at  
DOLLARS.  
19 25  
and also to secure any sum or  
the event that said part.ies

payments or any part thereof  
set up, as provided herein,  
and the whole sum remaining  
payable at the option of the  
the said premises and all the  
granted, or any part thereof,  
gr incident thereto, and the  
therefrom shall extend and inure  
the day and year  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

1925, before me, a  
P. Romine  
witnessed the execution of  
the day and year last  
Notary Public.

authorize the Register of  
Mortgagee. Owner.

FROM  
George Maddux et al  
TO  
Watkins National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 28th day of March A. D. 1925, at 4:20 P. M.  
Isa E. Wellman  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this seventh day of February, in the year of our Lord, one thousand nine hundred and five between George Maddux and Matilda A. Maddux, his wife, of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and Watkins National Bank parties of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Two Thousand 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 party 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 Eighty four (84) feet of Lot One (1) in Block Twelve (12) Lanes Second Addition, an addition to the city of Lawrence, Kansas.

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

And the said part.ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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.ies 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of their interest. And in the event that said part.ies 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.ies 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 Two Thousand DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the seventh day of February 19 25, and by its terms made payable to the party 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 party 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.ies 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 party 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 surplus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to the first part.ies.

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.ies of the first part have hereunto set their hands and seals on the day and year last above written.

Geo. Maddux (SEAL)  
Matilda A. Maddux (SEAL)

STATE OF Kansas ) ss.  
COUNTY OF Douglas )

BE IT REMEMBERED, That on this 11 day of March A. D. 19 25, before me, a Notary Public in the aforesaid County and State, came George Maddux & Matilda A. Maddux, his wife, to me personally known to be the same personages who executed the foregoing instrument and duly acknowledged the execution of the same.

L.S.

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 18 day of October 19 28 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 4 day of Nov. 19 26.

Corp. Seal  
Watkins National Bank.  
Dick Williams, Pres.  
Mortgagee. Owner.

This Release was written on the original Mortgage entered on the 24 day of Feb. 19 25.