

MORTGAGE RECORD 66

577

ss. _____ day of _____
 30 A. _____ M. _____
 Register of Deeds.
 Deputy.

Lord, one thousand nine
 pt his wife

of the second part.

duly paid, the receipt of
 y. _____ of the second part,
 to-wit:

es above granted, and seized of

that may be levied or assessed
 made in such sum and by such
 the extent of

red as herein provided, then the
 mortgage, and shall bear interest at

DOLLARS,
 19.25
 in and also to secure any sum or
 the event that said part Y.

payments or any part thereof
 kept up, as provided herein,
 and the whole sum remaining
 payable as the option of the

of the said premises and all the
 granted, or any part thereof,
 charges incident thereto, and the

therefrom shall extend and insure

tal g. _____ the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

D. 19. 25. before me, a
 M. Breithaupt.

acknowledged the execution of
 the day and year last

Notary Public.

authorize the Register of

Bank
 Mortgage Owner
 Vice Pres
 Cashier.

FROM

Luetta E. Howe and William T. Howe, her husband
 TO

The Merchants Loan and Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of
 April A. D. 1925, At 4:00 P. M.

By *Loe E. Wellman*
 Register of Deeds.
 Deputy.

THIS INDENTURE, Made this 30th day of March, in the year of our Lord, one thousand nine
 hundred and twenty-five between Luetta E. Howe and William T. Howe, her husband

of Lawrence in the County of Douglas and State of Kansas.
 part 1st of the first part, and The Merchants Loan and Savings Bank of Lawrence, Kansas

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of
 six hundred and no/100 (\$600.00) DOLLARS, to them duly paid, the receipt of
 which is hereby acknowledged, ha. ye 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:

Begin 55 rods and 3 feet South of the North west corner of the
 Northwest quarter of Section Twelve (12), Township Thirteen (13)
 South of Range Nineteen (19) East of the 6th P. M. thence East
 31 rods and 12 feet, thence South 9 1/2 rods, thence West 31 rods
 and 12 feet, thence North 9 1/2 rods to place of beginning.

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 owner. ss. 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 1st 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 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 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 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

Six hundred and no/100 (\$600.00)

DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 30th 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
 sum 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 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 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. of the second part making such sale, on demand, to the first part 1st

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 insure
 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 ha. ye hereunto set their hand. s. and seal. s. the day and year
 last above written.

Luetta E. Howe (SEAL)

William T. Howe (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

ss.

COUNTY OF Douglas

BE IT REMEMBERED, That on this 30 day of Mar. A. D. 19. 25. before me, a
 Notary Public in the aforesaid County and State, came Luetta E. Howe
 and William T. Howe her husband

to me personally known to be the same person. s. 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 25 day of Jan. 19. 26 Geo. W. Kuhne 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 11th day of May 19. 25

Corp Seal.

Merchants Loan and Savings Bank -
 Lawrence, Kansas
 By J. C. Whipple - Cashier.

This Release
 was written
 on the original
 Mortgage
 entered
 this 11th day
 of May
 1925
Loe E. Wellman
 Reg. of Deeds.