

MORTGAGE RECORD 66

581

ss.
7 day of
April 1925
A. M.
J. E. Melman
Register of Deeds.
Deputy.

for Lord, one thousand nine
hundred and twenty-five
of the second part.
y. of the second part.
duly paid, the receipt of
y. of the second part,
to-wit:

ies above granted, and seized of
to that may be levied or assessed
towards in such sum and by such
to the extent of its
insured as herein provided, then the
enture, and shall bear interest at
DOLLARS,
1925
on 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 y. of the first part shall fail to pay the same as provided in this indenture.
each payments or any part thereof
not kept up, as provided herein,
ite and the whole sum remaining
and payable at the option of the
of the said premises and all the
by granted, or any part thereof,
charge incident thereto, and the
therefrom shall extend and insure
the day and year
(SEAL)
(SEAL)
(SEAL)
(SEAL)

D. 19 25, before me, a
Phynettie F.
I acknowledged the execution of
in the day and year last
Notary Public.

authorize the Register of
Mortgage. Owner.
Pres.

FROM
Lucy C. Heine, a widow
TO
Watkins National Bank
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 7 day of
April A. D. 1925, At 2:20 P. M.
J. E. Melman
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 7th day of April, in the year of our Lord, one thousand nine hundred and twenty-five between Lucy C. Heine, a widow

of Clinton Township in the County of Douglas and State of Kansas
part y. of the first part, and Watkins National Bank

WITNESSETH, that the said part y. of the first part, in consideration of the sum of Twelve Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 and State of Kansas, to-wit:

The undivided three-fourths of the following: North Half ($\frac{1}{2}$) of North-west quarter ($\frac{1}{4}$) Section Twenty Eight (28), Township Thirteen (13), Range Eighteen (18), and beginning at the S. W. corner of N. $\frac{1}{2}$ of said N. W. $\frac{1}{4}$ Sec. 28; thence North 80. $\frac{3}{4}$ ° E. 40 chains; thence South 91° E. 13.635/1000 chains; South 80.3/4° W. 4.485/1000 chains; thence North 45.3/4° West 4.39/100 chains to a stone in the Clinton road; thence South 80.3/4° West 33 chains; thence North 91° West 10.035/1000 chains- the place of beginning 42.14/100 acres more or less in Douglas County, Kansas.

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

And the said part y. of the first part do hereby covenant and agree that at the delivery hereof the said part y. of the first part shall be 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 y. 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 the said part y. of the second part shall 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, to be payable to the part y. of the second part to the extent of its interest. And in the event that said part y. 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 Twelve Hundred DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 7th day of April 1925, 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 y. 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 to the part y. of the first 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 y. of the first part has hereunto set her hand and seal the day and year last above written.

Lucy C. Heine

STATE OF Kansas
COUNTY OF Douglas
BE IT REMEMBERED, That on this 7th day of April A. D. 1925, before me, a Notary Public in the aforesaid County and State, came Lucy C. Heine, a widow

a widow
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 10 day of April 1927 A. F. Flinn 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 7th day of April 1930

Corp Seal

Watkins National Bank
E. F. Huddleston Cashier
Mortgage. Owner.

Reg. Fee.
No. 291
3.00 ✓

This Release was written on the original Mortgage and entered this day of April 1930
J. E. Melman
Reg. of Deeds
County