

MORTGAGE RECORD 66

603

24 day of
P. M.
Register of Deeds.
Deputy.

Lord, one thousand nine

of the second part.

aduly paid, the receipt of
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 its
and as herein provided, then the
ature, and shall bear interest at

DOLLARS,
19. 25.
and also to secure any sum or
the event that said part 108

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

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

therefrom shall extend and inure

al. 8. the day and year

(SEAL)

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(SEAL)

FROM

Albert Lee Mason and Gertrude Mason, his wife
TO

Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of
April A. D. 1925, at 3:25 P. M.

Isa E. Wellman
Register of Deeds.

Deputy.

Reg. Fee
No. 384
7.50 ✓

THIS INDENTURE, Made this twenty-second day of April, in the year of our Lord, one thousand nine hundred and twenty-five between Albert Lee Mason and Gertrude Mason, his wife

of Lawrence in the County of Douglas and State of Kansas

part 108 of the first part, and Merchants Loan & Savings Bank part Y of the second part.

WITNESSETH, that the said part 108 of the first part, in consideration of the sum of Three Thousand DOLLARS, to then duly paid, the receipt of which is hereby acknowledged, ha ve 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:

Commencing at a point on the south line of N. E. Quarter of S. E. Quarter of Section 1, township 13, Range 19, 40 rods west of west line of the highway on the east side of said quarter section, thence North 20 rods, thence east 2 rods, thence North 20 rods, thence West to the northeast corner of the tract sold by N. E. Young and wife to D. H. Wiggins, 20 rods east of the west line of said Quarter section, thence south 40 rods to the south line of said Quarter Section, thence east to the place of beginning, containing 5 acres more or less also commencing at a point in S. E. Quarter of Section 1, Township 13, Range 19, 20 rods west of the southwest corner of the parcel of land now owned and occupied (June 3rd, 1867) as a homestead by Wm. Brown and 60 rods west of east line of said Quarter Section thence west 20 rods, thence north 40 rods to a point 40 rods south of north line of said Quarter Section, thence east 20 rods, thence south 40 rods to the place of beginning.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 108 of the first part do hereby covenant and agree that at the delivery hereof to the lawful owner 8 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 108 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 party of the second part, the loss, if any, made payable to the part Y of the second part to the extent of interest. And in the event that said part 108 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

Three Thousand DOLLARS.

according to the terms of certain written obligation for the payment of said sum of money, executed on the 22 day of April 19. 25. and by 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 108 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 a 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 108.

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 108 of the first part ha ve hereunto set their hand and seal the day and year last above written.

Albert Lee Mason, (SEAL)

Gertrude Mason (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.

COUNTY OF Douglas

BE IT REMEMBERED, That on this 23rd day of April A. D. 1925, before me, a

Notary Public in the aforesaid County and State, came Albert Lee

Mason, and Gertrude Mason, his wife

to me personally known to be the same person s 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 13th day of Nov. 19 27 J. E. BRASFIELD

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 29th day of April 1926

(Corp Seal)

The First National Bank of Lawrence, Kansas
by George Orkney - Vice President Mortgage Owner.

This Release
was written
on the original
Mortgage
entered
this 24th day
of April 1925
at Lawrence, Kan.
Isa E. Wellman
Reg. of Deeds.

for 2.75 mty.
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