

# MORTGAGE RECORD 66

605

5<sup>th</sup> day of  
O. A. M.  
Register of Deeds.  
Deputy.

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

above granted, and seized of  
that may be levied or assessed  
ado in such sum and by such  
extent of its  
as herein provided, then the  
are, and shall bear interest at  
DOLLARS,  
19.25

payments or any part thereof  
kept 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,  
the incident thereto, and the  
reform shall extend and inure  
S. the day and year  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

19.25, before me, a  
G. Achning  
ledged the execution of  
he day and year last  
Notary Public.

thorize the Register of  
Lawrence, Bond  
Mortgage. Owner.

FROM

J. J. Bleakley and Jessie B. Bleakley, his wife  
TO  
Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27<sup>th</sup> day of  
April A. D. 1925. At 11:05 A. M.  
J. E. Wellman  
Register of Deeds.  
Deputy.

Reg. Fee  
No. 401  
1.25

THIS INDENTURE, Made this twenty-fourth day of April, in the year of our Lord, one thousand nine hundred and five between J. J. Bleakley and Jessie B. Bleakley, his wife

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

WITNESSETH, that the said parties of the first part, in consideration of the sum of Five Hundred 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:

Lot Number One Hundred Three  
(103) on Indiana Street, in Block  
Number Thirty-nine (39) in West  
Lawrence, in the City of Lawrence,  
Douglas County, Kansas.

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

And the said part 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 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 of the second part, the law, if any, made payable to the part of the second part to the extent of its interest. And in the event that said part 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 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

Five Hundred

DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 24th day of April 19.25, and by its terms made payable to the part 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 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 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 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 repay 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 of the second part making such sale, on demand, to 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 of the first part have hereunto set their hand and seal the day and year last above written.

J. J. Bleakley (SEAL)

Jessie B. Bleakley (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 24th day of April A. D. 19.25, before me, a Notary Public in the aforesaid County and State, came J. J. Bleakley and Jessie B. Bleakley, his wife

to me personally known to be the same persons as 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 8th day of August 19.25 Ethel F. Hull 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 30th day of January 19.25

Corp  
Seal

Merchants Loan and Savings Bank  
Mortgage Owner  
By George Locking, Vice Pres.

This Release  
was written  
on the original  
mortgage  
and filed  
on the 30th day  
of January  
19.25  
J. E. Wellman  
Reg. of Deeds.  
Deputy