

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28th day of April A. D. 1925, At 1:25 P. M.

to

Merchants Loan & Savings Bank

By _____ Deputy.

3. 75

THIS INDENTURE, Made this twenty-eighth day of April, in the year of our Lord, one thousand nine hundred and twenty-five between Jacob Reusch Sr. a widower.

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

WITNESSETH, that the said part y of the first part, in consideration of the sum of Fifteen Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he s sold, and by this indenture do es 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:

All the south one-half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$) of the southwest quarter ($\frac{1}{4}$) of the southeast quarter ($\frac{1}{4}$) of Section 23; Township 12; of Range 19 East; in Douglas County, Kansas-----The north one-half ($\frac{1}{2}$) in quantity of the southwest quarter ($\frac{1}{4}$) of the southwest quarter ($\frac{1}{4}$) of the southeast quarter ($\frac{1}{4}$) of Section 23; Township 12; south of Range 19 East; Douglas County, Kansas, and containing in all Ten (10) acres more or less as per the U. S. Government survey thereof.

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 ES hereby covenant and agree that at the delivery hereof ~~XXXX~~⁰⁸ 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 persons making lawful claim thereon.

It is agreed between the parties hereto that the party 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 he do 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 Y of the second part, the less, if any, made payable to the party Y of the second part to the extent of its interest. And in the event that said party 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 party 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fifteen Hundred DOLLARS according to the terms of ONE certain written obligation _____ for the payment of said sum of money, executed on the 28th day of April 19 25 by and 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 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.

of the said party shall fail to pay the same as provided in this Indenture.

Notwithstanding the foregoing, the Indenture shall not be deemed to be in default if the said party is not in default under the Indenture specified, and the obligator has not been fully discharged. If default be made in such payments or any part thereof, or any obligation created thereunder, or interest thereon, or if the tase 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 building on said real estate are not kept in good repair as required herein, and the said party shall not be deemed to be in default under the Indenture specified, and the obligator has not been fully discharged, for the security of which this Indenture is given, said immediately matured and due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party, 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 arising therefrom; and to sell the premises hereinafter 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 and thereupon of principal and interest, together with the costs and charges incident thereto, and to pay the same to the said party, Y, or to the order of the said party, Y, and the balance, if any, shall be paid to the said party, Y, making such sum, on demand, to the said party, Y.

Notwithstanding the foregoing, the Indenture shall not be deemed to be in default if the said party is not in default under the Indenture specified, and all benefits of interest thereon shall extend and inure to, and be enjoyed by 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 his hand and seal the day and year last above written.

Jacob Feusch, Sr. (SEAL)

(SEAL)

.....(SEAL)

.....(SEAL)

STATE OF Kansas }
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 28th day of April A. D. 19 25, before me, a
Notary Public in the aforesaid County and State, came Jacob Reusch, Sr.

to me personally known to be the same person.....who executed the foregoing instrument and duly acknowledged the execution of the same.

L. S.

My Commission Expires on the 27th day of Jan 19 27 F.C. Whipple
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 6th day of Sept, 1927.

Corp Seal.

The Merchants Loan & Savings Bank
By A. F. W. Canadian Assoc. Mortgagee. Owner.

This Release
was written
on the original
Mortgage
entered
this 6th day
of Sept-
1922

Reg. of U.S. Pat. & Tm. Off.
 E. E. Armstrong
 Reg. of U.S. Pat. & Tm. Off.

Results