

MORTGAGE RECORD 66

617

4th day of
4:50 P. M.
man
Register of Deeds.
Deputy.

for Lord, one thousand nine
is wife

s
y of the second part.

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

ees above granted, and seized of

as that may be levied or assessed
tornado in each sum and by such
the extent of its
ured as herein provided, then the
enture, and shall bear interest at

DOLLARS,
19. 25.
ny
in the event that said part. 108

ch payments or any part thereof
not kept up, as provided herein,
le and the whole sum remaining
upaid, and payable at the option of the

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

therefrom shall extend and insure

real. the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

D. 19. 26, before me, a

Otto A.

nowledged the execution of

in the day and year last

Notary Public.

authorize the Register of

Bank

Mortgagee. Owner.

FROM

J. E. Brooks and Edith Brooks, his wife
TO

Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6th day of
May A. D. 1925, At 3:40 P. M.

Lea E. Wellman
Register of Deeds.
Deputy.

THIS INDENTURE, Made this twenty-eight day of April
hundred and twenty-five between J. E. Brooks and Edith Brooks, his wife

of Lawrence in the County of Douglas and State of Kansas
part. 108 of the first part, and Merchants Loan & Savings Bank

WITNESSETH, that the said part. 108 of the first part, in consideration of the sum of
Five Hundred DOLLARS, to 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 Douglas and State of Kansas, to-wit:

The South one-half ($\frac{1}{2}$) of the southeast quarter ($\frac{1}{4}$) of the
southeast quarter ($\frac{1}{4}$) of the southeast quarter ($\frac{1}{4}$) of Section
nineteen (19) Township twelve (12) Range twenty (20)

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 they ~~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, except one mortgage, given to the Merchants Loan &
Savings Bank, for one Thousand Dollars (\$1000.00)

and that they will warrant and defend the same against all parties making lawful claim thereof.
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 each sum and by such
insurance company as shall be specified and directed by the part. y of the second part, the loan, 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. 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

Five 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 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. 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 provided, 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
overplus 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 has hereunto set their hand and seal the day and year last above written.

J. E. Brooks (SEAL)

Edith Brooks (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 6th day of May A. D. 1925, before me, a
Notary Public in the aforesaid County and State, came J. E. Brooks

and Edith Brooks, his wife
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.

L. S. My Commission Expires on the 27th day of January 1927 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 25th day of November 1927

Very truly,
Yours

Merchants Loan & Savings Bank
By E. C. Whipple
Cashier Mortgagee. Owner.

Reg. Fee

No. 531

125 ✓

This Release
was written
on the original
Mortgage
this 25th day
of November
1927

Don E. Wellman
Reg. of Deeds.

Deputy