

MORTGAGE RECORD 66

619

RAIL ROAD NORTH STATIONERY CO. KANSAS CITY, MO. 64119

11" day of
4:30 P. M.
Register of Deeds.
Deputy.
Lord, one thousand nine
s. wife
y. of the second part.
duly paid, the receipt of
of the second part,
wit:
above granted, and set of
hat may be levied or assessed
made in such sum and by such
be extent of its
ure, 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
kept up, as provided herein,
and the whole sum remaining
payable at the option of the
the said premises and all the
improvements thereon, and any part thereof,
therefrom shall extend and insure
the day and year
(SEAL)
(SEAL)
(SEAL)
(SEAL)
19. 25., before me, a
By B. Lackey
dged the execution of
the day and year last
Notary Public.
authorize the Register of
Mortgage. Owner.

FROM
Edw. Hadl et ux
TO
Watkins Nat'l Bank
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 12 day of
May A. D. 1925, At 4:55 P. M.
Lsa E. Wellman
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 2nd day of March, in the year of our Lord, one thousand nine hundred and twenty-five between Edward Hadl and Isabelle Hadl, his wife

of the first part, and in the County of Douglas and State of Kansas
part 108 of the first part, and Watkins National Bank

WITNESSETH, that the said part of the first part, in consideration of the sum of Seven Hundred forty-five and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. ye 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 East Sixty acres of the Southeast quarter of Section
Twenty-six (26) Township Thirteen (13) Range Twenty (20)
East of 6 P. M.

with the appurtenances and all the estate, title and interest of the said part 108 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except mortgage of \$2500.00 to Provident Mutual Life Ins. Co. of Philadelphia

and that they will warrant and defend the same against all parties making lawful claim thereto. 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 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 loss, if any, made payable to the part of the second part to the extent of 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Seven Hundred and forty-five and no/100 DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 2nd day of March 19. 25. and by the 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 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 y. of the second part, its agent or attorney, 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 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 insure 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. ye hereunto set their hand. S. and seal. S. the day and year last above written.
Edward Hadl (SEAL)
Isabelle Hadl (SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas }
BE IT REMEMBERED, That on this 2nd day of March A. D. 19. 25., before me, a Notary Public in the aforesaid County and State, came Edward Hadl and Isabelle Hadl his wife and 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 18 day of October 1925 I. C. Stevenson 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 3 day of Sept. 19. 25.
Comp Seal. - Watkins National Bank Mortgage. Owner.
Ed Zucker Pres.

Reg. Fee.
No. 536
\$17.50

This Release was written on the original Mortgage and filed this 4th day of Sept. 19. 25.
Lsa E. Wellman
Reg. of Deeds.