

MORTGAGE RECORD 66

623

19th day of
P. M.
Register of Deeds.
Deputy.

Lord, one thousand nine
hundred and
of the second part.
duly paid, the receipt of
of the second part,
with:

above granted, and seized of

hat may be levied or assessed
made in such sum and by such
the extent of its
as herein provided, then the
ure, and shall bear interest at

DOLLARS,
19 25
and to secure any sum or
the event that said part 100

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,
ages incident thereto, and the

refrom shall extend and inure

S...the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

19 25, before me, a

and Gertrude...

pledged the execution of

the day and year last

Notary Public.

(thorize the Register of

Bank -

Mortgage. Owner.

sh.

BANK DODD WORTH STATIONERY CO KANSAS CITY MO 64117

FROM

C. D. Lewis et al

TO

Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19th day of May A. D. 1925. At 5:05 PM. M.

By *Lisa E. Weelma* Register of Deeds. Deputy. Rec. No. 550

Fee Paid 2.50

THIS INDENTURE, Made this 18th day of May, in the year of our Lord, one thousand nine hundred and twenty-five between

C. D. Lewis and E. M. Lewis, his wife,

of the first part, and In the County of Douglas and State of Kansas

part 100 of the first part, and The Lawrence National Bank, Lawrence, Kansas.

WITNESSETH, that the said part 100 of the first part, in consideration of the sum of

One Thousand and no/100 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 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:

West Half (1/2) of South-east (SE) Quarter (1/4) of South-West (SW)
Quarter (1/4) of Section Four (4) Township Thirteen (13) Range Twenty (20)
Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

excepting a mortgage of \$4,000.00 to the Lawrence National Bank,

and that they will defend the said part 100 of the first part against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 100 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 will 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 Y of the second part, the loss, 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 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

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 said fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

One Thousand and no/100 DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 18th day of May 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 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 100

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 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 100.

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 100 of the first part have hereunto set their hand and seal the day and year

last above written.

C. D. Lewis (SEAL)

E. M. Lewis (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 18 day of May A. D. 19 25, before me, a

Notary Public in the aforesaid County and State, came

C. D. Lewis and E. M. Lewis, his wife

L.S. to me personally known to be the same persons 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.

My Commission Expires on the 25 day of January 19 26 Geo. W. Fuhne

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 9th day of September 19 26

Corp Seal. Lawrence National Bank Mortgage. Owner.

Geo. W. Fuhne Cashier.

This Release
was written
on the original
Mortgage
filed
19 25

19 25

19 25

19 25

19 25

19 25

19 25

19 25

19 25

19 25

19 25

19 25

19 25

19 25