

# MORTGAGE RECORD 66

633

28" day of  
5 A. M.  
Register of Deeds.  
Deputy.

Lord, one thousand nine

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

above granted, and seized of

that may be levied or assessed  
made in such sum and by such  
the extent of its  
and as herein provided, then the  
the event that said part Y

DOLLARS,  
May 19 25.  
and also to secure any sum or  
the event that said part Y

payments or any part thereof  
not kept up, as provided herein,  
and the whole sum remaining  
and payable at the option of the  
the said premises and all the  
granted, or any part thereof,  
charge incident thereto, and the

therefrom shall extend and insure  
the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

D. 19. 25, before me, a

2. Page a

wedged the execution of  
the day and year last

Notary Public.

authorize the Register of

Edw. H. Hanks

Mortgagee, Owner.

FROM

Elmer E. Pyle et ux  
TO

Watkins National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28" day of  
May A. D. 1925, At 2:05 P. M.

Ed E. Wellman  
Register of Deeds.

By Deputy.

Reg. Fee.  
No. 572  
Fee \$2.50

THIS INDENTURE, Made this 25th day of May, in the year of our Lord, one thousand nine  
hundred and twenty five between Elmer E. Pyle and Minnie D. Pyle husband & wife

of Lawrence in the County of Douglas and State of Kansas  
part 100 of the first part, and Watkins National Bank

WITNESSETH, that the said part 100 of the first part, in consideration of the sum of  
Ten hundred fifty 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:

Lot No One hundred Seventy three (173) Massachusetts Street,  
City of Lawrence

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, except a mortgage of One Thousand Dollars

and that they will warrant and defend the same against all parties making lawful claim thereon.  
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 becomes 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 100 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  
Ten hundred fifty & no/100 DOLLARS.  
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 25th day of May 19 25.  
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 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 there 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 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 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 100 of the first part have hereunto set their hand and seal on the day and year  
last above written.

Elmer E. Pyle (SEAL)

Minnie D. Pyle (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 28 day of May A. D. 19 25, before me, a  
Notary Public in the aforesaid County and State, came Elmer E. Pyle and  
Minnie D. Pyle husband and wife

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.

L. S.

My Commission Expires on the 10 day of April 19 27 A. F. Flinn 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 25 day of May 19 26

Carp Seal

Watkins Natl Bank  
C. H. Tucker Mortgagee, Owner.

This Release  
written  
original  
correctly  
entered  
this 25 day  
of May 19 26  
Ed E. Wellman  
Register of Deeds.