

MORTGAGE RECORD 66

SAML DOUGHERTY, STATISTICAL CLERK, CITY, MO 64779

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of June A. D. 1925, At 9:50 A. M.

Charles G. Wood et al.

TO

Isa E. Wellman

Register of Deeds.

Merchants Loan & Savings Bank.

By

Deputy.

Rec. No. 578
File No. 373

THIS INDENTURE, Made this twenty ninth day of May, in the year of our Lord, one thousand nine hundred and twenty five between Charles G. Wood and Asenath Bell Wood his wife.

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

WITNESSETH, that the said part ies of the first part, in consideration of the sum of Fifteen Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

Beginning at a point twenty nine (29) feet south and five hundred ninety five (65) East of the northwest corner of southeast quarter of section no. six (6) township no. thirteen (13) Range no. twenty (20) thence south one hundred twelve and one half (112½) feet; thence west sixty five (65) feet; thence north parallel with Leannard Avenue one hundred twelve and one half (112½) feet; thence east sixty five (65) feet to point of beginning.

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

And the said part ies hereby covenant and agree that at the delivery hereof they are the lawful owner. S 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 parties making lawful claim thereof.

It is agreed between the parties hereto that the part ies 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 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 ies 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

Fifteen Hundred DOLLARS, according to the terms of. One certain written obligation for the payment of said sum of money, executed on the 29th day of May 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 a y insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part ies 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 be 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part ies.

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 ies of the first part ha ve hereunto set their hand and seal, the day and year last above written.

Charles G. Wood (SEAL)

Asenath Bell Wood. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 29th day of May A. D. 1925, before me, a

Notary Public, in the aforesaid County and State, came

Charles G. Wood and Asenath Bell Wood his wife.

L.S.

to me personally known to be the same person, s 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 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 3rd day of July 1926

Corp Seal.

Merchants Loan & Savings Bank
By F.C. Whipple - Mortgage Owner.

This Release
is a written
instrument
and is not
admitted
to the
file of the
Register of
Deeds
Isa E. Wellman
Reg. of Deeds
Deputy