

MORTGAGE RECORD 66

SAMPLER, BURNING STATIONARY CO. KANSAS CITY, MO. 64117

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of June A. D. 1925, At 1:30 P. M.

O. Curd et al.

TO

Merchants Loan & Sav. Bank.

By

Register of Deeds.
Deputy.

THIS INDENTURE, Made this first day of June, in the year of our Lord, one thousand nine hundred and twenty five between O. Curd and Ida M. Curd his wife.

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

part Y of the second part.

WITNESSETH, that the said part ics of the first part, in consideration of the sum of fourteen hundred 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:

The north four (4) acres of the west five (5) acres of the north half (1/2) of addition numbered seven (7) in the southwest quarter (1/4) of the northwest quarter (1/4) Section twenty nine (29), Township twelve (12) Range twenty (20) in that part of the City of Lawrence formerly known as North Lawrence.

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

And the said part ics 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.

and that they will warrant and defend the same against all proper lawful claims thereon.

It is agreed between the parties hereto that the part ics 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 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 ics 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 its payment until fully repaid.

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

Fourteen hundred

DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the first day of June 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 in pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part ics of the first part shall fail to pay the same as provided in this indenture.

And the covenants shall be void if such payment be made as herein specified, and the obligations contained therein fully discharged. If default be made in such payments or any payment 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 or said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then the covenants 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 created, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the amount then principal 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 ics.

It is agreed by the parties hereto that the terms and provisions of this indenture, and each and every condition therein contained, and all benefits accruing therefrom shall extend and inure to, and to successors, heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part ics of the first part have hereunto set their hand and seal the day and year last above written.

O. Curd (SEAL)

Ida M. Curd, (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this first day of June A. D. 1925, before me, a Notary Public in and for the County of Douglas and State of Kansas, came O. Curd and Ida M. Curd his 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.

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 7th day of November 1927

O. P. Dean

The Merchants Loan & Savings Bank
By A. E. McManis, Pres.

Mortgagee. Owner.

This Release
is a full and
complete
discharge of
the mortgage
and the
mortgagee
shall be
bound by
the same.J. E. G. G. G. G.
Reg. of Deeds.

County