

# MORTGAGE RECORD 67

161

W.M. 1000 NORTH STATIONERY CO. KANSAS CITY MO 64114

ged the execution of the same to be their voluntary act and deed.  
Witness my hand and notarial seal the day and year last above written.

L.S.  
My Commission expires Nov. 14, 1928.

James W. Gardner.  
Notary Public.

From Elva L. Lawrence et al.  
To Watkins Nat'l. Bank.

PARTIAL RELEASE.

State of Kansas, Douglas Co. ss.  
This instrument was filed for record on  
the 30 of June, A.D. 1925 At 8:50 P.M.

*Joel E. Hellman*  
Register of Deeds.

This is to certify that a certain mortgage dated May 22nd, 1925 made and executed by Elva L. Lawrence, a widow, Dennis L. Lawrence, and wife Minnie, to the Watkins National Bank of Lawrence, Douglas County, Kansas, in book 86, page 628, to the north eighteen inches of the south half of lot number seven, on Massachusetts street, in the city of Lawrence, Kansas, has been fully paid, satisfied, and released. This release is given on the express terms and conditions that it affects in no way the lien of the above mentioned mortgage but is only to be construed as a release from the lien of said mortgage as to the real estate above described, and none other.  
Executed this 25 day of June, 1925.

State of Kansas, SS  
Douglas County, }

Watkins National Bank.  
Dick Williams--- V.P.

Be It Remembered, That on this 25 day of June 1925 before me a Notary Public in and for the State of Kansas, county of Douglas, personally appeared Dick Williams Vice President Watkins Nat'l. Bk. who is personally known to me, and who acknowledged that he executed the above and foregoing release.

A.P. Flinn  
Notary Public

L.S.  
My Commission expires April 10, 1927

From Lora Leach Leonard et al.  
To The Ottawa Mortgage Co.

MORTGAGE

State of Kansas, Douglas co. ss.  
This instrument was filed for record  
on the 25 of June, A.D. 1925, At:  
11:35 A.M.

*Joel E. Hellman*  
Register Of Deeds.

Reg. No. 656  
Fee Paid 2.50

This Indenture, Made this 16th day of June, in the year of our Lord one thousand nine hundred and twenty five between Lora Leach Leonard and Charles C. Leonard her husband, of Baldwin, in the county of Douglas and State of Kansas parties of the first part and The Ottawa Mortgage Company, a corporation under the laws of Kansas, located at Ottawa, Franklin County, Kansas, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of \$1000. One Thousand Dollars to them duly paid, the receipt of which is hereby acknowledged have sold, and by these presents do Grant, Bargain sell and Mortgage to the said party of the second part, its successors and assigns, forever, all that tract of land situated in the County of Douglas and State of Kansas, described as follows to-wit:

Lots three (3) Four (4) Five (5) and Six (6) on sixth (6th) street  
in the City of Baldwin, Douglas County, Kansas.

with the appurtenances and all the estate and interest of the said parties of the first part therein And the said parties 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,

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$1800.00 Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum and this mortgage shall stand as security therefor.

This grant is intended as a Mortgage to secure the payment of the sum of \$1000.00 One Thousand Dollars according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part, and payable on the 18th day of June 1928 to the order of said second party with interest thereon according to the tenor thereof, payable semi-annually, according to the terms of six interest notes attached and all of said notes bearing ten per cent interest after due, both principal and interest being payable in lawful money of the United States of America, at the office of The Ottawa Mortgage Company, in Ottawa Kansas. And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same becomes due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for said party of the second part, its successors and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues, and profits thereof 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 of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said first parties or their heirs and assigns.

In Witness "hereof, The said parties of the first part have hereunto set their hand and seal the day and year last above written.

This Release is on the original for record. This is the day of the month of 1925. By *Joel E. Hellman* (Clerk Seal) *Harold A. Beck* Notary Public.