

MORTGAGE RECORD 69

9

SAUL DODSWORTH STATIONERY CO KANSAS CITY MO 64101

FROM
John F. Metsker
TO
C.H. Tucker.
By
Lsa E. Wellman
This instrument was filed for record on the 9 day of June A. D. 1925 at 11:05 A. M.
Register of Deeds
Deputy Fee Paid 250

THIS INDENTURE, Made this ninth day of June, in the year of our Lord, one thousand nine hundred and twenty five between John F. Metsker and Zora Metsker his wife

of Lawrence in the County of Douglas and State of Kansas.
parties of the first part, and C.H. Tucker

WITNESSETH, that the said parties of the first part, in consideration of the sum of One thousand 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 party of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

North half of north east quarter of section twenty nine (29) Township twelve (12) Range nineteen (19) less ten (10) acres in south west corner thereof. Also, north east quarter of north east quarter of north west quarter section twenty eight (28) Township twelve (12) Range nineteen (19).

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

And the said part of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 for \$3000.00

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 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 of the second part, the loss, if any, made payable to the part of the second part to the extent of his interest. And in the event that said part 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 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 One thousand DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 9th day of June 1925, and by its terms made payable to the part 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 of the second part for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties 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 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 of the second part making such sale, on demand, to the first part.

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 of the first part have hereunto set their hands and seal the day and year last above written.

John F. Metsker (SEAL)

Zora Metsker. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas, ss.

BE IT REMEMBERED, That on this 9th day of June A. D. 1925, before me, a the undersigned in the aforesaid County and State, came John F. Metsker & Zora Metsker his wife.

to me personally known to be the same person 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 23th day of December 1928 Bernice E. Jones 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 22 day of July 1930.

C. H. Kowalski Mortgagee. Owner.

605
250

For Assign
See Book 77
Page 130

For Assign
See Book 67
Page 345

For Assign
See Book 67
Page 343

Recorded July 26-30
Class of Recording
Register of Deeds

The following is an index to the original instrument.
The note herein described having been paid in full, this instrument is hereby released and the lien thereby created is discharged.
A witness my hand this 26 day of July 1928
Bernice E. Jones, Notary Public
My Comm. Expires Dec. 23, 1928

File Release
Written
Original
Mortgage
Entered
this 26 day
of July
1930
C. H. Kowalski
Reg. of Deeds