

## MORTGAGE RECORD 69

SAHL DOOSWORTH STATIONERY CO KANSAS CITY MO 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of

June A. D., 1925, at 1

Park Hotzel and wife TO

**TO**

Peoples State Bank, Lawrence, Kansas

By

Register of Deeds.

Deputy.

Reg. Fee.

No. 629

Fee, \$45.00

THIS INDENTURE, Made this 17th day of June, in the year of our Lord, one thousand nine hundred and twenty five between Park Hetzel and Eva Hetzel, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and Peoples State Bank, Lawrence, Kansas part of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Eighteen Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have said, 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:

Lot number thirty two (32) on Connecticut street; and the south one half ( $S\frac{1}{2}$ ) of lot number sixty six (66) on Massachusetts street; and the south half ( $S\frac{1}{2}$ ) of lot number thirty three (33) and all of lots number thirty five (35) and thirty seven (37) on New Hampshire Street, all in the City of Lawrence.

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

And the said party les 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.

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

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 become due and payable, and that they all keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance as may be said specified and directed by the part y of the second part, the less, 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 per cent. from the date of payment until fully repaid.

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

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

**Eighteen thousand**

DOLLARS

According to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th day of June 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 Y of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if it is found that the person specified, and the obligation so obtained therein fully discharged. If default be made in such payments or any part thereof, or any obligation created therein, 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 writing 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 party 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

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

Park Hetzel (SEAL)

Eva Hotzel (SEAL)

STATE OF Kansas

COUNTY OF Douglas

BEIT REMEMBERED, That on this 17th day of June A. D. 19 25, before me, a Notary Public in the aforesaid County and State, came Park Hetzel and Eva Hetzel, his wife

to me personally known to be the same person. § who executed the foregoing instrument and duly acknowledged the execution of

I, S. \_\_\_\_\_, written.

My Commission Expires on the 10th day of April 19 20 A. Wood

**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 20th day of October, 1937

day of October 1937  
Peoples State Bank, Lawrence, Kans.  
 by J. J. Sweeney Jr. President Mortgagee. Owner.

19. J. E. Sweeney Jr. President.  
Mortgagee.

This Release  
was written  
on the original  
Mortgage, entered  
this 20 day  
of 25th  
19 35

Harold A. Beck  
Reg. of Deeds.  
G. Ruth Thelander  
Deputy

Deputy