

## MORTGAGE RECORD 69

KANSAS, DOUGLAS COUNTY, ss.

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30th day of

June A. D. 1925, at 4:50: P. M.

L. E. Wellman, Register of Deeds.

Deputy.

Reg. No. 672  
Fee Paid 650John A. Hess et ux  
TO

Peoples State Bank

By

THIS INDENTURE, Made this 30th day of June, in the year of our Lord, one thousand nine hundred and twenty-five between John A. Hess and Mary W. Hess, his wife,

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

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

Lot number twelve (12) in block nine (9)  
in University Place, an addition to the  
City of Lawrence,-----To Assignment  
See Book 67  
Page 434

with the appurtenances and all the estate, title 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.

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

It is agreed between the parties hereto that the part Y 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 or 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 Y 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

Twenty six Hundred

DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 30th 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 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 such payment be made as herein specified, and the obligation contained therein be 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 there is a default in any of the covenants herein, 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 profits 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 of the second part, making such sale, on demand, to the first part Y of the second 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 Y of the first part have hereunto set their hands and seals the day and year last above written.

John A. Hess (SEAL)

Mary W. Hess (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 30th day of June A. D. 1925, before me, a Notary Public in and for the County of Douglas and State of Kansas, came John A. Hess and Mary W. Hess, 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 10 day of April 1929 S.A. Wood Notary Public.

This Release was written on the original Mortgage entered this 23 day of March 1925  
L. E. Wellman  
Reg. of Deeds.

## 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 21 day of March 1928.

Mrs. L. E. Kelso  
Mortgagee. Owner.