

MORTGAGE RECORD 69

KANSAS, DOUGLAS COUNTY, ss.

FROM
Mary M. Bell et al
TOSTATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 23rd day of
June A. D. 1925, at 11:58 A. M.
Jan E. McManis
Register of Deeds.
Deputy.

Merchants Loan & Savings Bank

By _____, in the year of our Lord, one thousand nine

THIS INDENTURE, Made this fifteenth day of June,
between
Mary M. Bell and John H. Bell, her husband
of Lawrence in the County of Douglas and State of Kansas
part ies of the first part, and
---Merchants Loan & Savings Bank, Lawrence, Kansas
WITNESSETH, that the said part ies of the first part, in consideration of the sum of
---Five 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,
to following described real estate situated and being in the County of
Douglas and State of Kansas, to-wit:

Lot Number One Hundred Sixty-eight (168) on New York
Street, in the City of Lawrence, Kansas,

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.
And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner, ss. of the premises above granted, and intend 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 therein.
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 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 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 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% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
---Five Hundred--- DOLLARS, 19.25
according to the terms of ---ONE--- certain written obligation for the payment of said sum of money, executed on the 15th 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 to discharge any taxes with interest thereon as herein provided, in the event that said part ies
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 premises are 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 water is run off the 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 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 hereof to mortgage thereby; and to sell the premises hereby granted, or any part thereof,
in the manner provided by law and out of all money arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the
holder hereof, shall be paid by the part y of the second part, making such sale, on demand, in the first part ies
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 run
to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Mary M. Bell (SEAL)

John H. Bell (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 22nd day of June A. D. 1925, before me, a

Notary Public in the aforesaid County and State, came

Mary M. Bell and John H. Bell

L.S.

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

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 22nd day of June 1925 A. F. McClanahan 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 29th day of August 1925
Jan E. McManis
Reg. of Deeds
Deputy

By *Jan E. McManis* Cashier
Merchants Loan & Savings Bank
Mortgagee. Owner.

This Release
was written
on the original
Mortgage
entered
this 29th day
of Aug
1925
Jan E. McManis
Reg. of Deeds
Deputy