

MORTGAGE RECORD 69

31

SAM. DODD WORTH STATIONERY CO. KANSAS CITY MO. 641

FROM
Waldemar Geltch et ux
 TO
Peoples State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the **27th** day of
June A. D. 192**5**, at **11:50** A. M.
Law E. Wellman
 Register of Deeds.
 By Deputy.

THIS INDENTURE, Made this **23rd** day of **June**, in the year of our Lord, one thousand nine
 hundred and twenty **five** between
Waldemar Geltch and Etta Geltch, husband and wife,---

of **Lawrence** in the County of **Douglas** and State of **Kansas**

part **ies** of the first part, and
Peoples State Bank, Lawrence, Kansas party of the second part.

WITNESSETH, that the said part **ies** of the first part, in consideration of the sum of
Three 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 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 and fifty eight (158)

on Louisiana Street, 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 part **ies** of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner, s 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** 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
Three Thousand DOLLARS,
 according to the terms of **one** certain written obligation for the payment of said sum of money, executed on the **23rd** 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 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 **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 provided 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

overplus, if any there be, shall be paid by the part **y** making such sale, on demand, to 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 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 **ies** of the first part have hereunto set their hand s and seal s the day and year
 last above written.

Waldemar Geltch (SEAL)

Etta Geltch (SEAL)

(SEAL)

(SEAL)

STATE OF **Kansas**
 COUNTY OF **Douglas**

BE IT REMEMBERED, That on this **28th** day of **June** A. D. 19 **25** before me, a
 in the aforesaid County and State, came

Waldemar Geltch and Etta Geltch, his wife,

L.S. to me personally known to be the same person s 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 **10th** day of **April** 19 **29** **S. 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 **22nd** day of **June** 192**9**.

Exp. Date

Peoples State Bank, Lawrence, Kans.

By S. A. Wood, Cashier

Mortgagee. Owner.

This Release
 was written
 on the original
 Mortgage
 entered
 this **27th** day
 of **June** 192**5**
 at **Lawrence, Kans.**

Law E. Wellman
 Reg. of Deeds