

SALA ROOMS NORTH STATIONERY CO KANSAS CITY MO 64101

FROM

Florence Kiser et al
TO

Watkins National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16th day of

July A. D. 1925, at 1:35 P. M.

J. E. C. Wellman,
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 15th day of July, in the year of our Lord, one thousand nine hundred and twenty-five between
 Florence Kiser, Naomi Kiser, Mary P. Kiser, and Laurenia E. Kiser, all unmarried,

of Clinton in the County of Douglas and State of Kansas
 parties of the first part, and
 ---Watkins National Bank,

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of DOLLARS, to then 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 2nd of the second part, and State of Kansas, to-wit:

The East seventy-two (72) acres of the Southwest quarter of Section twenty-four (24) Township Thirteen (13) Range Eighteen (18) East of sixth (6th) P.M. except five (5) acres conveyed by Amzi J. Steele to William Hughes August 9, 1871, and more particularly described as follows:- Commencing at the Southeast corner of said southwest quarter thence North to center of channel of Rock Creek, thence up the channel of said creek fifty-five (55) rods, thence south twenty (20) rods, to the south line of said quarter section, thence east along said south line eighteen (18) rods to the place of beginning.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 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 1st 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 will 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 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of its interest. And in the event that said part 1st 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 2nd 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 paid.

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

---One Thousand and no/100---

according to the terms of the certain written obligation for the payment of said sum of money, executed on the 15th day of July 1925

and by its terms made payable to the part 2nd 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 2nd 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 1st of the first part shall fail to pay the same as provided in this indenture.

And this mortgage shall be void if such payment be made as herein provided, 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 good repair as they are now, or if waste be committed on said premises, then this mortgage shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the entirety 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 2nd 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 surplus, if any there be, shall be paid by the part 2nd of the second part to the part 1st of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every condition 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 1st of the first part have hereunto set their hand and seal on the day and year last above written.

Florence Kiser (SEAL)

Naomi Kiser (SEAL)

Mary P. Kiser (SEAL)

Laurenia E. Kiser (SEAL)

STATE OF Kansas
 COUNTY OF Douglas

BE IT REMEMBERED, That on this 16th day of July A. D. 1925, before me, a Notary Public in the aforesaid County and State, came Florence Kiser, Naomi Kiser, Mary P. Kiser and Laurenia E. Kiser, all unmarried,

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 10th day of April 1927 A. F. Flinn 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 13th day of July 1925.

Sal Marks Mortgagee. Owner.

This follows
 as in original
 mortgage
 dated
 this 17th day
 of July
 1925

For Assignment See Book 67 Page 175.
 This is the original
 mortgage of
 Florence Kiser, Naomi Kiser, Mary P. Kiser and Laurenia E. Kiser
 to Sal Marks
 dated July 15th 1925