

MORTGAGE RECORD 69

59

SAME DODSWORTH STATIONERY CO KANSAS CITY MO 64101

FROM
Reg. No. 932
Fee Paid 575
A.J. Van Winkle & wife
TO
Merchants Loan and Savings Bank
STATE OF KANSAS, DOUGLAS COUNTY, KS.
This instrument was filed for record on the 24 day of
July A. D. 1925 at 3:16 P. M.
By Geo E. Wellman Register of Deeds.
Deputy.

THIS INDENTURE, Made this First day of July, in the year of our Lord, one thousand nine hundred and Twenty Five between,

Arthur J. Van Winkle and Ethel Van Winkle, his wife
of Lawrence in the County of Douglas and State of Kansas
part 1es of the first part, and Merchants Loan and Savings Bank Lawrence Kansas
part y of the second part.

WITNESSETH, that the said part 1es of the first part, in consideration of the sum of
Twenty Three Hundred (\$2300.00) 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:

The South ten (10) feet of Lot Number Two Hundred twenty
One (221) and Lot Number Two hundred Twenty Three (223) less the South Five (5) feet
thereof, all on Ohio Street, in the City of Lawrence.

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

And the said part 1es 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 1es 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 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 1es 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 6% from the date of payment until fully paid.

THE GRANT is intended as a mortgage to secure the payment of the sum of
Twenty Three Hundred (\$2300.00) DOLLARS,
according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of July 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 1es

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 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
overplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part 1es.

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 1es of the first part have hereunto set their hand and seal the day and year
last above written.

Arthur J. Van Winkle (SEAL)

Ethel Van Winkle (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 24th day of July A. D. 19 25, before me, a
Notary Public in the aforesaid County and State, came

Arthur J. Van Winkle and Ethel Van Winkle, his wife

LS. to me personally known to be the same person as 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 30th day of July 19 28 Wayne G. Hill 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 31st day of July 19 26

By Geo E. Wellman Notary Public
Coop Seal by A. F. McLaughlin Mortgagee
J. President Owner

Reg. No. 932
Fee Paid 575

The Release
written
on the original
1es -
entered
this 31st day
of July 1926
Geo E. Wellman
Reg. of Deeds