

MORTGAGE RECORD 69

BANK, DODGE COUNTY STATIONERY CO. KANSAS CITY, MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31st day of

July A. D. 1925, at 8:50: A. M.

By *J. E. Haverty* Register of Deeds.

Deputy.

Kaw Valley State Bank

THIS INDENTURE, Made this 28th day of July, in the year of our Lord, one thousand nine hundred and twenty five, between J. E. Haverty and Sarah J. Haverty his wife, of the County of Douglas and State of Kansas, part y of the second part.

part 100 of the first part, and Kaw Valley State Bank, Eudora, Kansas
 WITNESSETH, that the said part 100 of the first part, in consideration of the sum of DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, do Grant, Bargain, Sell and Mortgage to the said part y of the second part, Douglas and State of Kansas, to-wit:

The West half (½) of the Southwest Quarter (¼) of Section Nine (9) Twp Thirteen (13) Range Twenty-one (21)

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

And the said part 100 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage for \$4000.00 given to The Prudential

Ins. Co. Dec. 6, 1921 due Dec. 6, 1925

It is agreed between the parties hereto that the part 100 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 will keep the buildings upon said real estate insured against fire and tornado in such sum and by such

insurance or re-insurance 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 100 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

---Nineteen hundred --no/100 --- DOLLARS, 19 25

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 28th 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 y

of the first part shall fail to pay the same as provided in this indenture.

And this covenantee 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 covenantee shall lose me absolute and the whole sum remaining

unpaid, and all of the obligations provided for in and 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 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 y, 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 parties of the first part have hereunto set their hands and seals the day and year last above written.

J. E. Haverty (SEAL)

Sarah J. Haverty (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.

COUNTY OF Douglas

BE IT REMEMBERED, That on this 30th day of July A. D. 1925, before me, a

Notary Public in the aforesaid County and State, came

L.S. J. E. Haverty and Sarah J. Haverty, his wife,

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 16th day of Dec. 1926 19 C. E. Cory 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 10th day of March 1930.

Arg. Seal

Kaw Valley State Bank, Eudora, Mo.
 C. E. Cory, Cashier

Mortgagee. Owner.

This Release was written on the original Mortgage and returned this 11th day of March 1930

Register of Deeds

Notary Public

Notary Public

Notary Public

Notary Public