

BANK, DODD WORTH STATIONERY CO. KANSAS CITY MO. 1911

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

Aug. A. D. 1925, at 2:05 P. M.

By *Loa E. Wellman* Register of Deeds.

By Deputy.

David E. Connor et al.

TO

Merchants Loan & Sav. Bank.

THIS INDENTURE, Made this first day of August, in the year of our Lord, one thousand nine hundred and twenty five.

David E. Connor and Katherine Connor his wife

of Lawrence, in the County of Douglas and State of Kansas,
part 100 of the first part, and The Merchants Loan and Savings Bank, Lawrence, Kansas, part y of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Eighteen Hundred (\$1800.00) 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:

Beginning at the intersection of the west line of Vermont Street, produced south from the City of Lawrence, with the south line of section thirty one (31) Township twelve (12) Range twenty (20) thence north on said west line of Vermont Street One hundred fifty and one half (150½) feet; thence due east fifty four (54) feet thence south one hundred fifty and one half (150½) feet to the south line of said section, thence west fifty four (54) feet to the Place of beginning, all in the City of Lawrence.

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

And the said parties 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 stand 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 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 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 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 Eighteen Hundred (\$1800.00) DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of August 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 or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this indenture.

And this mortgage shall be void if such payment is 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 waste is 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 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 thereon; 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part 100.

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

David E. Connor (SEAL)

Katherine Connor. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas.

BEIT REMEMBERED, That on this 12th day of August A. D. 1925, before me, a

Notary

in the aforesaid County and State, came

David E. Connor and Katherine Connor his wife.

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

L.S.

My Commission Expires on the 30th day of July 1928 Wayne Gill 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 4th day of December 1935.

Conf. Seal

The Merchants Loan & Savings Bank
Lawrence, Kansas
By J. C. Whipple, Cashier

997
1450
Free Paid

Mortgage to Bank 11/11/25

This Release
was written
on the original
Mortgage;
I entered
this in the day
of December
1935
Hassell
Reg. of Deeds
Deputy