

MORTGAGE RECORD 69

BANK BUILDING STATIONERY CO. KANSAS CITY, MO. 64101

FROM

David L. McGill et ux
TO

Lawrence Building & Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

August A.D. 1925 at 2:45 P.M.

By *Sam B. Wellman* Register of Deeds.
Deputy.

, in the year of our Lord, one thousand nine

THIS INDENTURE, Made this 11th day of August
between
David L. McGill and Margaret C. McGill his wife,of Hays in the County of Ellis and State of Kansas
parties of the first part, and Lawrence Building & Loan Association
parties of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of 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 parties of the second part, and State of Kansas, to-wit:

Beginning at a point 357.5 feet south of the South east corner of Lot nine (9) in Block four (4) of Babcock's Addition to the City of Lawrence, thence running north fifty (50) feet, thence due west one hundred twenty five (125) feet, thence south fifty (50) feet, thence east one hundred twenty five (125) feet to place of beginning all in the north west quarter of Section 6, Township 13, Range 20, east--

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 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 therein.

It is agreed between the parties hereto that the parties 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 parties of the second part, the less, if any, made payable to the parties of the second part to the extent of their interest. And in the event that said parties 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 parties 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.

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

---Three Hundred--- DOLLARS, 1925.

according to the terms of five certain written obligations for the payment of said sum of money, executed on the 11th day of August 1925, and by their terms made payable to the parties 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 parties 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 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 parties 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 surplus, if any, shall be paid by the parties of the second part to the parties of the first part.

It is agreed by the parties hereto that the terms and provisions of the 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 parties of the first part have hereunto set their hands and seals the day and year last above written.

David L. McGill (SEAL)

Margaret C. McGill (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
COUNTY OF Wyandotte

BE IT REMEMBERED, That on this 12 day of Aug. A.D. 1925 before me, a

Notary Public in the aforesaid County and State, came

David L. McGill and Margaret C. McGill, his wife

I, S. to me personally known to be the same persons 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 23 July 1928 Joel E. Osborn Jr. Notary Public.

RELEASE

This Release was written on the original Mortgage.

Entered this 22 day of August 1925.

J. L. Stevenson Notary.

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 21 day of April 1926

J. L. Stevenson Notary.

Lawrence Building & Loan Assn. Mortgagee. Owner.

Harry Reding Pres.