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SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64108

STATE OF KANSAS, DOUGLAS COUNTY. ss.

This instrument was filed for record on the 21 day of

Aug. A. D. 1925, at 4:05 P. M.

Aug. . . . . A. D., 1925 . . . at . . . 4:05 . . . P. . . M.

By \_\_\_\_\_

By Joe Wellman Deputy.

\_\_\_\_\_

THIS INDENTURE, Made this 11th day of August, in the year of our Lord, one thousand nine hundred and twenty five between

W.T. Ice and Omena Ice his wife. Do.

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and The Lawrence National Bank a corporation

WITNESSETH, that the said part ies of the first part, in consideration of the sum of One Thousand and 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 a point 68 rods west of the north east corner of the Southeast quarter of section nine (9) Township fourteen (14) Range nineteen (19) thence south 160 rods thence west to the south east corner of the 10 acre tract of land deeded by A. Flory to Eli Flory, thence north 40 rods to the northeast corner of said 10 acre tract, thence west 20 rods to the southeast corner of a 10 acre tract <sup>of land</sup> deeded by A. Flory to A.E. Flory, thence north along the east line of said tract to the south line of a tract of land of 8 acres deeded by A. Flory to Moses Flory, thence east along the south line of said tract of land, to its southeast corner, thence north west along its east line to the north line of the south east quarter of section 9, thence east to the place of beginning. Also the east half of the south west quarter of the south east quarter of section nine (9) Township fourteen (14) Range nineteen (19) containing five (5) acres in Douglas County, Kansas.

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

And the said part 103 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner B 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 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 loss, 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 10% 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 10% 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 \_\_\_\_\_

One thousand and 00/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 11th day of August 19 25

and by its terms made payable to the part V 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 due to the said bank by the said company, the payment of said sum or sums of money, executed on the 12th day of August, 1926.

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 10

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 are sold and the proceeds of such sale are not paid to the mortgagee, then this mortgage shall remain in full force and effect until the same be paid in full.

and 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 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 108  
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 108 of the first part have hereunto set their hand s and seal s the day and year last above written.

W.T. Ice (SEAL)

hor

Omaha X Ice (SEAL)

Witness to her mark--E. W. Horsford. (SEAL)

STATE OF Kansas } ss  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 11th day of August A. D. 19 25, before me, a  
Notary Public in the aforesaid County and State, came

W.T. Ice and Omena Ice 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

My Commission Expires on the 25 day of January 19 26 Geo W. Kuhne.

**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 7th day of February, 1994.

*[Signature]*

This Release  
was written  
on the original  
Mortgage &  
entered  
this 7th day  
of Feb  
1934  
Clerk E. Brine  
Reg. U. Courts  
Guendola Folsom