

## 95

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64108

Reg. No. 1048  
Fee Paid 7.50

STATE OF KANSAS, DOUGLAS COUNTY. ss

This instrument was filed for record on the 28 day of

August A. D., 1925, at 11:50 A. M.

Isa E. Wellman  
Register of Deeds

The Merchants Loan & Savings Bank

By \_\_\_\_\_ Deputy \_\_\_\_\_

THIS INDENTURE, Made this first day of August in the year of our Lord, one thousand nine hundred and twenty-five between A. Van Horebeek and Edith Van Horebeek, his wife

of Lawrence in the County of Douglas and State of Kansas  
part ies 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 Three Thousand (\$3000.00) 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 party of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning on the East line of Kentucky Street if produced South from the City of Lawrence 296 feet South of the North line of Adams Street, and 190 feet East of the East line of Kentucky Street, thence South 138 feet to the South line of the Southwest Quarter of Section 31, Township 12, Range 20, thence East 60 feet to the East line of Vermont Street produced, thence North 138 feet, thence West 60 feet to beginning in said Quarter Section and City of Lawrence.

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

And the said parties do hereby covenant and agree that at the delivery hereof they are the lawful owner S. 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 party 105 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 and burg and by such insurance as may be specified and directed by the party y of the second part, the loss, if any, made payable to the party y of the second part to the extent of its interest. And in the event that said party 105 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 party y of the second part may lawfully ransome and foreclose the same.

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

Three Thousand (\$3000.00)

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 19 25,  
and by its terms made payable to the part of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure same was

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 interest 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 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 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 party Y making such sale, on demand, to the first party ies

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

A. Van Horebeek (SEAL)

Edith Van Horebeek (SEAL)

STATE OF Kansas } ss.  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 1st day of August A. D. 19 25, before me, a  
Notary Public in the aforesaid County and State, came A. Van Horebeek  
and Edith Van Horebeek, his wife

to me personally known to be the same person **B**... 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.

L. S. My Commission Expires on the 27th day of January 1927 F. C. Whipple  
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 13th day of July, 1942.

The First National Bank of Lawrence, Kansas

(Corp. Seal)

For Extension of Mfg. See Vol. 77 Page 183  
 in Ex. Mfg. See Note 77 Page 567  
 74 H. 1121 See Note 82-24