

Reg. No. 1111  
Fee Paid 3.00

FROM

Helen Hutchings Kinney  
TO

Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23rd day of Sept. A. D. 1925, at 10:25 AM M.

Isa E. Wellman.  
Register of Deeds.  
Deputy.

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

THIS INDENTURE, Made this first day of September, in the year of our Lord, one thousand nine hundred and twenty five between  
 ---Helen Butchings Kinney, a widow

of **Lawrence** in the County of **Douglas** and State of **Kansas**  
part **Y** of the first part, and **Lawrence, Kansas** --- party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of DOLLARS, to her duly paid, the receipt of Twelve Hundred (\$1200.00) Grant, Bargain, Sell and Mortgage to the said party of the second part, which is hereby acknowledged, has sold, and by this indenture do Douglas and State of Kansas, to-wit: to following described real estate situated and being in the County of \_\_\_\_\_

Lot Number Twenty-seven (27) on Rhode Island Street, in the City of Lawrence, Kansas-----

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

And the said part **y** \_\_\_\_\_ of the first part do **ss** \_\_\_\_\_ hereby covenant and agree that at the delivery hereof they are the lawful owner \_\_\_\_\_ 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.

[illegible]

against said real estate when the same becomes due and payable, and that the one of the second part to the extent of its 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 ies 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 Twelve Hundred --- Eight --- September --- 25 DOLLARS.

Twelve Hundred and no/100ths Dollars

according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of September 1926

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

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, then this deed shall remain in full force and effect, and 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; then it shall be lawful for the mortgagee to enter upon and take possession of the premises hereby conveyed, and the whole sum remaining due on the mortgage.

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 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 \_\_\_\_\_ of the second part \_\_\_\_\_ to take possession of the said premises and all the contents thereof, to sell the premises hereby granted, or any part thereof, and to dispose of the same as he may think fit; and to receive the rents and profits accruing therefrom; and to do all such other things and acts as may be necessary or expedient for the purpose of carrying out the intent and purpose of the foregoing provisions of this deed.

holder hereof, without notice, and it shall be lawful for the said party of the first part, or his heirs, assigns, administrators, executors, assigns, or assigns, to sell the premises hereby granted, or any part or parts thereof, with or without 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 or parts thereof, with or without 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 or parts thereof, with or without improvements thereon 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 Y.  
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 the benefit of the parties hereto.

to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part y of the first part ha s hereunto set her hand and seal the day and year  
last above written.

Helen Hutchings Kinney (SEAL)

Helen Hutchings Kinney (SEAL)

Heien Hatchings Albany

(SEAL)

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(SEAL)

STATE OF Kansas

STATE OF .....  
COUNTY OF Douglas ..... ss.

BE IT REMEMBERED, That on this 22nd day of September A. D. 19 25, before me, a

Notary Public \_\_\_\_\_ in the aforesaid County and State, came

**Heleen Hutchings Kinney**

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

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above

IN WITNESS WHEREOF, I have hereunto subscribed my name, and annexed my official seal on this day

My Commission Expires on the 27th day of January 19 27 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 21<sup>st</sup> day of September 19 53.

Needs to enter the discharge of this mortgage of record. Dated this 27th day of February 1906.

(Corp. Sec) *By The First Savings Bank, Lawrence, Kansas*  
*Green Thayer - Cashier* Mortgagee. Owner.

For Amendment See Book 77 Page 522  
For Release See Book 79 Page 369

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