

MORTGAGE RECORD 69

Reg. No. 1168 131
Fee Paid \$10.75 ✓

FROM

Marvin E. Hunsberger
TO
Watkins National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14th day of October A. D. 1925, at 10:10 A. M.
By Isa E. Wellman Register of Deeds.
Deputy.

THIS INDENTURE, Made this second day of March, in the year of our Lord, one thousand nine hundred and Twenty-five between Marvin E. Hunsberger a widower

of Lawrence in the County of Douglas and State of Kansas
part y of the first part, and Watkins National Bank, Lawrence, Kansas

WITNESSETH, that the said part y of the first part, in consideration of the sum of Forty three hundred and no DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he s sold, and by this indenture do es 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:

The North fifty (50) acres of the North west quarter (N W₄) of section six (6) township twelve (12) Range Twenty (20) East of the sixth P M otherwise described as follows: Beginning at the Northeast Corner of the North West quarter (N W₄) of section six (6) Township twelve (12) Range Twenty(20) thence south 50 rods thence East 157 Rods thence North 50 Rods thence West 157 Rods to beginning in Douglas County 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 es hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that he will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part y 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 he 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 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 y 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 Forty Three Hundred and no DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 2nd day of March 19 25, 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 y 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 hereby, or interest thereon, or if the taxes on said real estate are not kept up as provided herein, or if the insurance is not kept up as provided herein, or if the building on said real estate are not kept up as provided herein, 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part 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, 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 has hereunto set his hand and seal the day and year last above written.

Marvin E. Hunsberger

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 21 st day of March A. D. 19 25, before me, a Notary Public in the aforesaid County and State, came Marvin E. Hunsberger a widower

L. S.

to me personally known to be the same person 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 10th day of April 19 27 A. F. Flinn 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 26 day of September 19 28

Eichel Walters Mortgagee. Owner.

This Release was written on the original Mortgage filed this 26 day of Sept. 1928. Isa E. Wellman Reg. of Deeds.