

## MORTGAGE RECORD 69

SAUL DOGSWORTH STATIONERY CO KANSAS CITY MO 64101

**FROM**

STATE OF KANSAS, DOUGLAS COUNTY, ss.

STATE OF KANSAS, DOUGLASS COUNTY

This instrument was filed for record on the 4 day of

Dec 5, 1925, at 11:45 A. M.

Lea C. Willman.  
Register of Deeds.

Deputy.

• Nettie M. Wismer

TO

Merchants Loan & Savings Bank.

By

THIS INDENTURE, Made this second day of December, in the year of our Lord, one thousand nine hundred and twenty five between Nettie M. Wisner single

of Lawrence in the County of Douglas and State of Kansas  
part y of the first part, and The Merchants Loan and Savings Bank, Lawrence, Kansas part y of the second part.

WITNESSETH, that the said part y of the first part, in consideration of the sum of \_\_\_\_\_ DOLLARS, to her duly paid, the receipt of Two hundred fifty and no/100 Grant, Bargain, Sell and Mortgage to the said part y of the second part, which is hereby acknowledged, ha s sold, and by this indenture do es Douglas and State of Kansas, to-wit: \_\_\_\_\_ following described real estate situated and being in the County of \_\_\_\_\_

Lot number one hundred ninety six (196) on the east side of New York <sup>street</sup> in "The Elms"  
and addition to 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. *she is*

And the said part Y of the first part do hereby covenant and agree that at the delivery hereof she is 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 any valid claim thereto.

It is agreed between the parties hereto that the party 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 becomes due and payable, and that she keep the buildings upon said real estate insured against fire and tornado in such sum 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 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 party 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 Two hundred Fifty and no/100 DOLLARS, 2nd day of December, 1925.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 2nd day of December 19 20,  
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. If default be made in such payments or any part thereof, and the conveyance shall be void if such payment be made as herein specified, and the obligation contained herein 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 party 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 power 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 party Y making such sale, on demand, to the first part X of the first part, and all benefits accruing therefrom shall extend and inure to the benefit of the said party X of the first part.

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

Nettie M. Wismer. (SEAL)

...**(SEAL)**

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 2nd day of December A. D. 19 25, before me, a Notary Public in the aforesaid County and State, came

Nettie M. Wismer, single

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 written.

My Commission Expires on the 20th day of April 19 29 A.F. McClanahan Notary Public.

RELEASE

This Release  
was written  
on the original  
for trace L.S.

entered

thing <sup>of</sup> day

of Match

192.61

John A. Kelley

Box of Books to