

MORTGAGE RECORD 69

Reg. No. 1367 205
Fee Paid .75

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of

Jan. A.D. 1926, at 4:45 P. M.

Isa E. Williams

Register of Deeds.

By

Deputy.

Agnes Ehart Kramer et al.

TO

Law. Nat'l. Bank.

THIS INDENTURE, Made this 8th day of January, in the year of our Lord, one thousand nine

hundred and twenty six between Agnes Ehart Kramer and August E. Kramer her husband

of Independence in the County of Jackson and State of Missouri
parties of the first part, and The Lawrence National Bank, Lawrence, Kansas

WITNESSETH, that the said parties of the first part, in consideration of the sum of

Three Hundred fifteen 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 party of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot thirteen (13) less eight feet off west end in block twelve (12)
in Babcock's Enlarged Addition to City of Lawrence, State of Kansas.

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

except a mortgage for \$4000 to the Douglas Co. Bldg. & Loan ass'n.

And that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the party 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 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its

interest. And in the event that said parties 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 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

Three Hundred fifteen and 00/100

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 8th day of January 19 26

and by its terms made payable to the party 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 party 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 parties

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 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 of the second part to take possession of the said premises and all the

improvements therein 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 party making such sale, on demand, to the first parties.

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 party of the first part ha ve hereunto set their hand s and seal s the day and year

last above written.

Agnes Ehart Kramer

(SEAL)

August E. Kramer

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Missouri

COUNTY OF Jackson

ss.

BE IT REMEMBERED, That on this 9th day of January A.D. 19 26, before me, a

notary public in the aforesaid County and State, came

Agnes Ehart Kramer and August E. Kramer, her husband-

LS

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 written.

My Commission Expires on the 10th day of April 19 27 Stella H. Noble

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 23 day of July 19 26.

Cap Seal.

Lawrence National Bank
Isa E. Williams
Owner.

This Release was written on the original mortgage + entered July 23 day of July 1926
Isa E. Williams
Reg. of Deeds.

Deputy