

MORTGAGE RECORD 69

FROM
Frank A. Miller
TO
Watkins Nat'l. Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 8 day of Jan A. D. 1926, at 1:30 P. M.
Isa E. Wellman!
Register of Deeds.
Deputy.

THIS INDENTURE, Made this eighth day of January, in the year of our Lord, one thousand nine hundred and twenty six between Frank A. Miller and Susan H. Miller his wife of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Watkins National Bank part Y of the second part.

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

Lot number one hundred three (103) New York Street in the City of Lawrence
Douglas County, Kansas.

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

And the said part ies of the first part 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.

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It is agreed between the parties hereto that the part 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 upon said real estate, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such

against said real estate when the same becomes due and payable, and to keep paid premises insured as herein provided, then the interest. And in the event that said part 100 of the first part shall fail to pay such taxes when the same become due and payable and to keep paid premises insured as herein provided, then the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 8 per centum per annum from the date of payment until the same are paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
Two hundred and no/100 (\$200.00) 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 1960.

and by ITS terms made payable to the 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 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 Y and the obligation contained therein fully discharged. If default be made in such payments or any part thereof

[illegible]

holder hereof, without notice, and it shall be lawful for the said party of the second part to receive and collect the rents and lawfully accruing therefrom; and to sell the premises hereby granted, or any part thereof, improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and lawfully accruing therefrom, together with the costs and charges incident thereto, and the proceeds of the sale of the premises, together with the rents and lawfully accruing therefrom, to be paid to the said party of the first part, or to his heirs, assigns, or assigns in fee simple, 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 balance to be paid to the said party of the first part, or to his heirs, assigns, or assigns in fee simple, in the manner prescribed by law.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all covenants, conditions and warranties therein contained, shall be binding upon the parties hereto, their heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

IN WITNESS WHEREOF, the part 105 of the first part na 100 hereunto set
last above written.

Frank A. Miller
H. Miller (SEAL)

Susan H. Miller

SECRET

STATE OF Kansas ss.

COUNTY OF Douglas)
BE IT REMEMBERED, That on this 8 day of Jany A. D. 1926, before me,

Notary _____ in the aforesaid County and State, came
_____ and Susan H. Miller his wife

to me personally known to be the same person **S** 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 18 day of April 1929. Dick Williams Notary Public.

day

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

needs to enter the discharge of this mortgage of record. Dated this 19th day of Jan 1921.
Wabash National Bank

Corp. Seal. Mortgage. Owner.
E. J. Huddleston, Jr. AC.

[Faint handwritten notes at the bottom of the page]

This Release
was written
on the original
Mortgage
entered
this 5 day
of Jan
1927
J. E. Williams
Sgt. at Large
Discharged

RELEASE

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 Jan 5 day of Jan 19 27.

day of Jan 5 1927.
Watkins National Bank
 Mortgagee. Owner.
E. F. Huddleston AC.