

MORTGAGE RECORD 69

219

FROM

STATE OF KANSAS, DOUGLAS COUNTY, KS.

J. E. Shields ot ux
TO

This instrument was filed for record on the 20th day of

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

L. E. Williams
Register of Deeds.

By Deputy.

Merchants Loan & Savings Bank,

THIS INDENTURE, Made this first day of January, in the year of our Lord, one thousand nine hundred and twenty-six between J. E. Shields and Cordelia Shields, his wife,

of Lawrence in the County of Douglas and State of Kansas

part ies of the first part, and The Merchants Loan and Savings Bank, Lawrence, Kansas part y of the second part.

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

Two Thousand and no/100 ---

DOLLARS, to them duly paid, the receipt of

which is hereby acknowledged, ha Ye sold, and by this indenture do 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:

Commencing at the South-east corner of the North-east Quarter ($\frac{1}{4}$) of Section Thirteen (13), Township Twelve (12), Range Eighteen (18), east of the 6th P.M.; thence North Fifty-eight and one-half ($58\frac{1}{2}$) degrees west Ten and ninety one hundredths (10.91) chains to a stake; Thence North Forty nine (49) degrees west Two and Thirty-seven hundredths (2.37) chains to a stake; Thence North Twenty-nine (29) degrees west Three and Eighty-three Hundredths (3.83) chains to a stake; Thence north thirty-four (34) degrees west Five and Fifty-two Hundredths (5.52) chains to an oak tree Twenty inches in diameter; Thence north thirty four and one-half ($34\frac{1}{2}$) degrees west Five (5) and ninety-seven hundredths (5.97) chains to an oak stump; Thence north fourteen and one-half ($14\frac{1}{2}$) degrees west three and fifty five hundredths (3.55) chains to an oak tree twenty four inches in diameter; Thence north Twenty-five and three fourths ($25\frac{3}{4}$) degrees west two and forty-five hundredths (2.45) chains to a stake; Thence north fifty-eight and one-half ($58\frac{1}{2}$) degrees west One and twenty-one hundredths (1.21) chains to a stake; Thence west parallel with the north boundary line of said quarter ($\frac{1}{4}$) section sixteen and seventy hundredths (16.70) chains to a point in the west boundary of said Quarter Section, Thirteen and ninety-four hundredths (13.94) chains south of the north-west corner of said Quarter Section; Thence South twenty-six and six hundredths (26.06) chains to the South-west corner of said Quarter Section; Thence East Forty and thirty-five hundredths (40.35) chains to the place of beginning being sixty-eight and fifty hundredths acres, more or less in Douglas County, Kansas.

Also the west one-half ($\frac{1}{2}$) of the north one-half ($\frac{1}{2}$) of the North-west Quarter ($\frac{1}{4}$) of the South-east Quarter ($\frac{1}{4}$) of Section Thirteen (13) Range Twelve (12) Township Eighteen (18) in Douglas County, Kansas.

Also the North One-Half of the North Ten (10) acres of the North-east Quarter ($\frac{1}{4}$) of the South-west Quarter ($\frac{1}{4}$) of Section Thirteen (13) Township Twelve (12) Range Eighteen (18) in 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 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

Two Thousand and no/100 ---

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

It is agreed between the parties hereto that the part ies 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 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 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

Two Thousand and no/100 ---

DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the first day of January 19 26, 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 ies 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 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 ies.

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 ies of the first part ha Ye herunto set their hand s and seals the day and year last above written.

J. E. Shields (SEAL)

Cordelia Shields (SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas

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

Notary Public in the aforesaid County and State, came

J. E. Shields and Cordelia Shields, his wife,

L.S.

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 herunto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires on the 9th day of September 19 29 J. H. Tucker 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 7th day of January 19 26.

Corp. Seal

The Merchants Loan and Savings Bank
by J. E. Williams
Mortgagee.

Reg. No. 1394
Fee Paid 5.00

This Release was written on the original mortgage entered on the 20th day of Jan. 1926.

J. H. Tucker
Notary Public
Douglas County, Kansas