

EAGLE BROSSENBORTH STATUTORY CO KANSAS CITY MO 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18th day of Feb. A. D. 1926, at 9:30 A. M.

Mary McClintock

TO

By *Dea. E. Wellman* Deputy Register of Deeds.

Watkins National Bank,

Reg. No. 1480

Fee Paid \$5.50

THIS INDENTURE, Made this Seventeenth day of February, in the year of our Lord, one thousand nine hundred and twenty-six between Mary McClintock of Lawrence, in the County of Douglas and State of Kansas part Y of the first part, and Watkins National Bank, part Y of the second part.

WITNESSETH, that the said part Y of the first part in consideration of the sum of Fourteen Hundred and no/100 (\$1400.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does 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:

That Part of the North Half (1/2) of the Northwest Quarter (1/4) west of Railroad, in Section Twenty-eight (28) Township, Thirteen (13), Range Twenty (20), containing Eleven (11) acres more or less. And That part of the North Half (1/2) of the Northwest Quarter (1/4) east of Railroad except 5/8 acres to Harvey, Section Twenty-eight (28) Township Thirteen (13) Range Twenty (20), containing Sixty-six and 37/100 (66.37) acres more or less.

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 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, except the \$2,000.00 mortgage to the Prudential Life Insurance Company due July 20, 1926.

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 she 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 loss, if any, made payable to the part Y of the second part to the extent of its insurance. 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fourteen Hundred and no/100 (\$1400.00) DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th day of February 1926, 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 obligations 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 or due thereon 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 its successors or assigns 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 profits 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.

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 for the benefit of 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 her hand and seal the day and year last above written.

Mary McClintock (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss. COUNTY OF Douglas

BE IT REMEMBERED, That on this 17 day of Febry A. D. 1926 before me, a notary in the aforesaid County and State, came

Mary McClintock

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 18 day of April 1929 Dick Williams Notary Public.

This Release was written on the original Mortgage received this 11th day of Sep. 1926

Dea. E. Wellman Reg. of Deeds

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 10 day of September 1926.

copy seal.

Dea. E. Wellman Vice President & Cashier

FRONT