

SAND DORSETH STATIONERY CO KANSAS CITY MO 64101

Reg. No. 1563
Fee Paid 5.50

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13th day of

March A. D. 1926, at 11:20 A. M.

Dea E. Wellman

Register of Deeds.

By Deputy.

Allie Taylor et ux

TO

Watkins National Bank

THIS INDENTURE, Made this 13th day of March, in the year of our Lord, one thousand nine hundred and twenty-six, between

Allie Taylor and Hersel Taylor husband and 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 parties of the first part, in consideration of the sum of DOLLARS, to them duly paid, the receipt of Grant, Bargain, Sell and Mortgage to the said part Y of the second part, which is hereby acknowledged, have sold, and by this indenture do to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

An undivided one-half interest in and to the following: Beginning at a point forty (40) rods East of the north west corner of lot no. seven (7) in section no. thirty three (33) in township no. twelve (12) south of range no. twenty (20) east of 6th principal meridian, thence running east forty (40) rods to the North east corner of said lot seven (7) thence south to Kansas River; thence north westerly to a point forty (40) rods due east of the west line of said lot no. seven (7) thence north to the place of beginning containing 29.13 acres more or less.

Also an undivided one-half of a part of lot no six (6) of the northeast fractional quarter of Sec. No. thirty-three (33) upon and range aforesaid described as commencing at the northwest corner of said north east frac. quarter of said sec. no. 33, thence on north line of said quarter section east twenty-two (22) rods, thence south on a line parallel with west line of said section thirty-one and 16/100 (31.16) chains to the Kansas River; thence up said river to the West line of said quarter section; thence north along west line to the place of beginning containing in all sixteen and 81/100 acres (16.81) more or less.

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

And the said part 1st 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.

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 part 1st 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 part Y of the second part, the loan, 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 1st 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

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

Twenty two hundred fifty \$no/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 13 day of March 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 1st

of the first part shall fail to pay the same as provided in this indenture.

And this mortgage 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 insured as herein provided, then this mortgage 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 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 1st.

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 1st of the first part has hereunto set their hand and seal the day and year last above written.

Allie Taylor (SEAL)

Hersel Taylor (SEAL)

(SEAL)

(SEAL)

This Release was written on the original Mortgage

entered this day of

1926

Dea E. Wellman

Reg. of Deeds.

Deputy

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 13 day of March A. D. 1926, before me, a

Notary Public in the aforesaid County and State, came

Allie Taylor and Hersel Taylor husband and wife

LS. 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 10 day of April 1927 A. P. Flinn 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 31 day of August 1926

Conf. Seal Watkins National Bank. C. H. Tucker Mortgagee. Owner.