

MORTGAGE RECORD 69

309

FROM

Mary M. Skinner et al.

Merchants L. & S. Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of

Apr. A. D. 1926 at 8:30 A. M.

J. C. Wellman

Register of Deeds.

By

Deputy Reg. No.

1691
759

THIS INDENTURE, Made this first day of April hundred and twenty six between Mary M. Skinner and Homer Skinner her husband

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and The Merchants Loan & Savings Bank, Lawrence, Kansas

WITNESSETH, that the said parties of the first part, in consideration of the sum of Three Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have 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:

Beginning at the southeast corner of the southwest quarter (1/4) of section thirty four (34) in township thirteen (13) Range nineteen (19) east; thence west one hundred sixty (160) rods, to the southwest corner of said quarter section; thence north one hundred sixty (160) rods to the northwest corner of said quarter section; thence east sixty (60) rods; thence south three (3) rods; thence in a southeasterly direction to the southeast corner of said quarter section, the place of beginning, containing one hundred ten (110) acres more or less.

The Showing of Mortgage for Mary and Homer Skinner

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 owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

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

It is agreed between the parties hereto that the parties 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 becomes 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 Thousand and no/100

according to the terms of certain written obligation for the payment of said sum of money, executed on the first day of April 1926.

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 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 if the buildings on said real estate are not kept in good repair as they are now, or if waste is committed on said premises, 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 party 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 satisfy 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 party of 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 be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part parties of the first part have hereunto set their hands and seal on the day and year last above written.

Mary M. Skinner (SEAL)

Homer Skinner (SEAL)

(SEAL)

STATE OF Kansas)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, That on this 20th day of April A. D. 1926, before me, a

Notary Public in the aforesaid County and State, came

Mary M. Skinner and Homer Skinner her husband

to me personally known to be the same persons 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 27th day of January 1927 F. C. Whipple 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 18th day of October 1926.

(copy sent)

The Merchants Loan & Savings Bank, Lawrence, Kansas
By J. C. Whipple, Mortgagee. Owner.

This release was written on the original mortgage entered this 19 day of Oct 1926
J. C. Whipple
Reg. of Deeds

Deputy