

MORTGAGE RECORD 69

415

FROM

KANSAS RECORDS STATUTORY OR KANSAS CITY, MO. 1911

Ethel and Fred Phillip
TO

State Bank of Leecompton

STATE OF KANSAS, DOUGLAS COUNTY, KS.

This instrument was filed for record on the 1 day of
Sept. A. D. 1928 at 9:50 A. M.

By

L. C. Wellman
Register of Deeds.

Deputy.

Reg. No. 2000
Fee Paid 2.50THIS INDENTURE, Made this 30th day of August, 1928, between
hundred and twenty six Mrs. Ethel Phillip and Fred Phillip her husbandof Leecompton in the County of Douglas and State of Kans.
parties of the first part, and State Bank of Leecompton, Leecompton, KansasWITNESSETH, that the said parties of the first part, in consideration of the sum of part Y of the second part.
One Thousand and no/100which is hereby acknowledged, have 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:

The west one half of the following description consisting of the northeast
quarter of section thirteen Township twelve range seventeen, lying south of
the Lawrence and Topeka Road, consisting of thirty six and one half acres and
the north forty four acres of the south east quarter of section thirteen, Township
twelve of range seventeen, Douglas County, Kans. division line to run due north and
south.

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they execute lawful owner of the premises above granted, and intend 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.

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 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 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
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

One Thousand and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 30th day of Aug. DOLLARS,
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 parties 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 water is permitted 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
overplus, 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 be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year
last above written.

Mrs Ethel Phillip

(SEAL)

Fred Phillip

(SEAL)

(SEAL)

(SEAL)

STATE OF Kans.

COUNTY OF Douglas

BEIT REMEMBERED, That on this 30th day of August A. D. 1928, before me, a

Notary Public in the aforesaid County and State, came

Ethel Phillip and Fred Phillip her husband

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 8 day of Jan. 1930 J.W. Kreider 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 day of 19

Mortgagee. Owner.