

MORTGAGE RECORD 69

433

FROM
Mary McClintock
TO
Watkins Nat'l. Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 11 day of Sept. A. D. 1926, at 3:30 P. M.
By *E. E. Wellman* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 22d day of July, 1926, between Mary McClintock, a widow

of Lawrence in the County of Douglas and State of Kansas
part y of the first part, and Watkins National Bank.

WITNESSETH, that the said part y of the first part, in consideration of the sum of Thirty five Hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, has 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:

North half (n $\frac{1}{2}$) of northwest quarter (NW $\frac{1}{4}$) section twenty eight (28) Township thirteen (13) south, range twenty (20) east, except railroad right of way. Also except a parcel of land in the northeast (NE) corner of the northwest quarter described as follows: Beginning at the north east corner of the said northwest quarter (NW $\frac{1}{4}$) south on east line of said quarter section 17 rods to the middle of the road as now travelled; thence with said road in a northwesterly direction to the middle of Coal Creek; thence down the middle of said creek to the north line of said quarter section, thence east on said north line to place of beginning, containing five eighths (5/8) of an acre. Land above conveyed containing in the aggregate seventy six and eighty seven Hundredths (76.87) acres.

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 ind-ferable 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 thereon.
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 becomes 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 interest. 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 repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirty five Hundred (\$3500) DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 22 day of July 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 y of the first part shall fail to pay the same as provided in this Indenture.

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
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 22d day of July A. D. 19 26, before me, a Notary Public in the aforesaid County and State, came Mary McClintock, a widow

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 10th day of April 19 27 A. F. 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 13th day of November 19 34.
Emmie L. Ogley Mortgage Owner.

Reg. No. 2030
Fee Paid \$ 75

This Release was written in the original mortgage and entered this 13th day of November 1934.
E. E. Wellman Reg. of Deeds.