

MORTGAGE RECORD 69

NAME, HOME AND STATION OF KAUFMAN CITY NO. 1001

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of

Nov A. D. 1926, at 3:25 P. M.

Register of Deeds.

Deputy.

Addie M. Mesenhimer

TO

Watkins Nat'l. Bank

By

Ref No. 2154
Pst Paid 75

THIS INDENTURE, Made this fifth day of November, in the year of our Lord, one thousand nine hundred and twenty six between Addie M. Mesenhimer and B.F. Mesenhimer her husband of Leocompton 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 Three Hundred and fifty 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:

The tract of land situated in section three (3) Township twelve (12) Range eighteen (18) described as follows: Commencing at the northeast corner of the northwest fractional quarter (1/4) of section; thence south fifty nine (59) rods; thence west twenty seven (27) rods one foot nine inches; thence north fifty nine (59) rods; thence east twenty seven (27) rods one foot and nine inches to place of beginning containing 10 acres more or less.

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 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 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 Hundred and fifty DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the fifth day of November 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 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 hereby, 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 a good repair as they are now, or if a sale 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 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 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 party of the second part 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 said parties of the first part have hereunto set their hands and seal the day and year last above written.

Witness to mark: Addie M. Mesenhimer (SEAL)
Wm Mesenhimer B.F. X Mesenhimer (SEAL)
Jessie M. Mesenhimer (SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 5th day of Nov. A. D. 1926, before me, a Notary Public in the aforesaid County and State, came Addie M. Mesenhimer and B.F. Mesenhimer her husband

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.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 24 day of March 1932.

Rep Seal
Watkins National Bank -
E.F. Caldwell Cashier - Mortgagee. Owner.

For Assignment to Bank 67 Page 531

This Release was written as the original Mortgage was recorded in the County of Douglas, State of Kansas, on the 5th day of Nov. 1926.

Rep Seal
Watkins National Bank -
E.F. Caldwell Cashier - Mortgagee. Owner.