

MORTGAGE RECORD 89

501

FROM

Otto G. Thompson et ux  
TO

H. Weyermoller

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23<sup>rd</sup> day of

Nov. A. D. 1926, at 9:50 A. M.

*J. E. Wellman*  
Register of Deeds.

By

Deputy Reg. No. 2181  
Fee Paid 1.50

THIS INDENTURE, Made this Twenty first day of August  
hundred and twenty-six between , in the year of our Lord, one thousand nine

Otto G. Thompson and Jessie M. Thompson, his wife  
of Independence in the County of Jackson  
parties of the first part, and H. Weyermoller and State of Missouri

WITNESSETH, that the said part y of the first part, in consideration of the sum of Six Hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, he 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 South Twenty Six (26) feet of Lot Number One Hundred and Sixty Five (165) on Illinois Street and the following tract adjoining said lot on the south; Beginning at a point One Hundred and Twenty Five (125) feet East of the South West corner of Block Number One (1) Lane Place thence East on the North line of Winthrop Street One Hundred and Twenty Five (125) feet to the West line of Illinois Street, thence North on said West line of Illinois Street Seventy Four (74) feet more or less to the South line of Section Number Twenty Five (25) Township Number Twelve (12) Range Number Nineteen (19) thence West on said Section line One Hundred and Twenty Five (125) feet thence South Seventy Four (74) feet more or less to the place of beginning in the City of Lawrence, Kansas except the South Fifty (50) feet of above described tract.

*See the other page of Mortgage*

with the appurtenances and of the estate, title and interest of the said part 1st 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, se. of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, Excepting a mortgage of the Lawrence Building & Loan Association for \$1800.00

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 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 loan, if any, made payable to the part y of the second part to the extent of his 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 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 THIS GRANT is intended as a mortgage to secure the payment of the sum of

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 21st day of August 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 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 waste is committed 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 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 stand and leave 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 ha Ye herunto set their hand s and seal s the day and year last above written.  
Otto G. Thompson (SEAL)  
Jessie M. Thompson (SEAL)

STATE OF Kansas }  
COUNTY OF Douglas } ss.  
BE IT REMEMBERED, That on this 21 day of August A. D. 1926, before me, a Notary Public in the aforesaid County and State, came Otto G. Thompson and Jessie M. Thompson, his wife, L.S. 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 herunto subscribed my name, and affixed my official seal on the day and year last above written.  
My Commission Expires on the 18 day of October 19 26 I. C. Stevenson, 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 Mortgage. Owner.