

MORTGAGE RECORD 69

539

FROM
Solon T. Emery
TO
Annie L. Engle

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 7 day of Jan A. D. 1927 at 1:55 P.M. M.
By *Joe E. Wellman* Register of Deeds.
Deputy.

THIS INDENTURE, Made this seventh day of January, in the year of our Lord, one thousand nine hundred and twenty seven between Solon T. Emery, a single man, of Lawrence in the County of Douglas and State of Kansas, parties of the first part, and Annie L. Engle parties of the second part.

WITNESSETH, that the said part Fifteen Thousand and no/100 of the first part, in consideration of the sum of part y of the second part, which is hereby acknowledged, has sold, and by this indenture do es 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:

A one half ($\frac{1}{2}$) undivided interest in the northwest quarter ($\frac{1}{4}$) of ten (10) and the northeast quarter of nine (9) all in Township twelve (12) range nineteen (19) east Douglas County, Kansas.

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 they and the lawful owner of the premises above granted, and widow 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 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 he shall 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 less, 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 Fifteen Thousand and no/100 DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the seventh day of January 1927, 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 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.

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 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 y. 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 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 y of the first part has hereunto set his hand and seal the day and year last above written.

Solon T. Emery (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.
BE IT REMEMBERED, That on this 7 day of Jan A. D. 1927, before me, a Notary in the aforesaid County and State, came Solon T. Emery 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 18 day of April 1929 Dick Williams 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 21 day of June 1932.

Annie L. Engle Mortgage. Owner.

This Release is a full and complete discharge of the original mortgage and is not to be recorded.
Notary Public
Dick Williams
Notary Public