FROM

Eliza L. Gillham

TO

Merchants L. & Sav. Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of Jan. A. D., 192 7, at 2:35 P. M.

Pat Wellman

Register of Deeds.

By

Deputy.

Rec 4 [illegible]
Fees 1.50

THIS INDENTURE, Made this first day of January in the year of our Lord, one thousand nine hundred and twenty seven between

Eliza L. Gillham and L.V. Gillham her husband

of Lawrence in the County of Douglas and State of Kansas

part ies of the first part, and The Merchants Loan and Savings Bank, Lawrence, Kansas

WITNESSETH, that the said part ies of the first part, in consideration of the sum of Three Thousand and no/100 ($3000.00) DOLLARS, to them part y of the second part, which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot forty eight (48) on Kentucky street in the city of Lawrence, Kansas.

Filed for record in Book 69 Page 543

See release in Book 69 Page 567

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except

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 part ies 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 become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and in 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 his interest. And in the event that said part ies 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

Three Thousand and no/100 ($3000.00) DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the first 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 to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part ies of the first part shall fail to pay the same as provided in this indenture.

And the conveyance shall be void if such payment is made as herein specified, and the obligation contained therein duly discharged. If default be made in such payment 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 premises 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, receive, 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 cost 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 ies.

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 in ts hereunto set their hand s and seal s the day and year last above written.

Eliza L. Gillham (SEAL)

L.V. Gillham (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 7th day of January A. D. 19 27, before me, a Notary Public in the aforesaid County and State, came

Eliza L. Gillham and L.V. Gillham her husband

to me personally known to be the same person s 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 8th day of April 1929 L.F. McClanahan 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.