

## MORTGAGE RECORD 69

KANSAS RECORDS, STATIONERY CO. KANSAS CITY, MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of Feb A. D. 1927, at 4:50 P. M.

Mary J. Metsker

TO

J. E. Wellman, Register of Deeds.

Law. Nat'l. Bank

By

Deputy.

THIS INDENTURE, Made this 9th day of February, in the year of our Lord, one thousand nine hundred and twenty seven between Mary J. Metsker and Henry C. Metsker her husband

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

part y of the second part.

WITNESSETH, that the said part y of the first part, in consideration of the sum of Five Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ye 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 southwest quarter of section two and the west half of the southeast quarter of section Two, and the north half of the northeast quarter of section ten all in township fourteen range eighteen. Also eighty acres more or less in the west half of the northeast quarter of section eleven, Township fourteen range eighteen, less the two following described tracts viz, Beginning at the northeast corner of the west half of the northwest quarter section eleven, Township fourteen, Range eighteen south on section line 1820 feet, West 878 feet north 90° 20' east 708 feet, north 5° 20' west 1060 feet, east 248 feet to beginning containing 15.19/100 acres more or less; and also less, beginning 1820 feet south of the northeast corner of the west half of said northeast quarter, south on section line 820 feet west 840 feet, north 9° 20' east, 862 feet, east 578 feet to beginning (said west half of said northeast quarter section 11, containing in all 372 acres.

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.

and that they will warrant and defend the same against all parties making lawful claim thereby.

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 keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified or 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 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Five Thousand and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 9th day of February 19 27, 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 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 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 insured as herein provided, 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 provided 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 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 part ies of the first part ha vo hereunto set their hand s and seal s the day and year last above written.

Mary J. Metsker (SEAL)

Henry C. Metsker (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 11th day of February A. D. 19 27, before me, a

Notary Public in the aforesaid County and State, came

Mary J. Metsker and Henry C. Metsker her husband

LS 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 25 day of January 19 30 Geo W. Kuhne 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 10 day of October 1927.

Lawrence National Bank Mortgagee. Owner.

This Release was written on the original Mortgage entered this 10 day of October 1927.

J. E. Wellman, Register of Deeds.