Reg. No. 2476
Fee Paid 3.15

BAML DODSWORTH STATIONERY CO KANSAS CITY MO 9083

FROM

Ralph W. Gilman

TO

Merchants L. and Sav. Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of Mar. A. D. 192 7, at 9:30 A. M.

Lea E. Wellman
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this first day of March, in the year of our Lord, one thousand nine hundred and twenty seven between Ralph W. Gilman and Pearl C. Gilman his wife

of Baldwin in the County of Douglas and State of Kansas parties of the first part, and The Merchants Loan and Savings Bank, Lawrence, Kansas.

part y of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Fifteen Hundred and no.100 ($1500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

Lot number eleven (11) in Block number fourteen (14) University Place in the city of Lawrence, Kansas.

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 thereto.

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 part y of the second part, the loss, 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 per cent from the date of payment until fully repaid.

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

Fifteen Hundred and no 100 ($1500.00) DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of March 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 part ies of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment to be made as herein specified, and the obligation mentioned 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 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 default be made in any of the covenants or agreements herein contained, then the whole sum remaining unpaid, and all of the obligation provided for in said written obligation, for the securing of which this conveyance 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 sale of the same for the purpose of paying the debt and interest accruing thereon, 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 overplus, if any there be, shall be paid by the part y making such sale on demand to the mortgagor 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, successors, grantees and assignees of the respective parties hereto.

IN WITNESS WHEREOF, the part ies of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

Ralph W. Gilman (SEAL)

Pearl C. Gilman (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 12th day of March A. D. 19 27, before me, a Notary Public in the aforesaid County and State, came Ralph W. Gilman and Pearl,C. Gilman his wife

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 27th day of January 19 31 P.C. Whipple Notary Public.

This Release was written LS on the original Mortgage entered this 16 day of May 192 7

Lea E. Wellman
Reg. of Deeds.
Deputy

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 10th day of May 19 27.

Corp Seal

Merchants Loan & Savings Bank
By. P.C. Whipple
Cashier

Mortgagee/Owner.

FRONT