

MORTGAGE RECORD 74

Reg. No. 2621
Fee Paid, \$ 6.50

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FROM

Etta Pirotte at vir
TO

Peoples State Bank,
second mortgage

THIS INDENTURE, Made this 14th day of May, in the year of our Lord, one thousand nine hundred and twenty seven between Etta Pirotte and P. J. Pirotte, her husband

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of May A. D. 19 27, at 4:50 P.M.

Earl E. Wellman

By Register of Deeds.
Deputy.

of in the County of Douglas and State of Kansas part 1st of the first part, and Peoples State Bank, Lawrence, Kansas part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Twenty six hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The northwest fractional quarter (NW 1/4) of section six (6), in township twelve (12), of range twenty (20), except the following tract of land:- beginning at the northwest corner of said Northwest fractional quarter of section six, thence south fifty (50) rods, thence east one hundred fifty seven (157) rods, thence north fifty (50) rods, thence west one hundred fifty seven (157) rods, to place of beginning;- containing one hundred eight (108) acres.

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

And the said part 1st of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and owner of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one certain mortgage to Peoples State Bank, Lawrence, Kansas, for \$11000.-dated Mch. 13, 1924 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 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 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 and directed by the part 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of its 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 2nd 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 twenty six hundred and fifty DOLLARS, according to the terms of One certain written obligation for the payment of said sum of money, executed on the 14th day of May 19 27, and by its terms made payable to the part 2nd 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 2nd 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 provided, 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 2nd 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 2nd of the second part, making such sale, on demand, to the first part.

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 have hereunto set their hands and seal on the day and year last above written.

Etta Pirotte (SEAL)

P. J. Pirotte (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 16th day of May A. D. 19 27, before me, a Notary Public in the aforesaid County and State, came

Etta Pirotte and P. J. Pirotte, her husband

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 10 day of April 19 29.

S. A. Wood 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 27th day of February 1929

(Corp Seal)

Peoples State Bank Lawrence, Mo.
May 27, 1929
Mortgagee.

This Release was witnessed on the original Mortgage - entered this 27th day of Feb 1929
Earl E. Wellman
Reg. of Deeds.
Clara King
Deputy