

# MORTGAGE RECORD 74

2356  
Reg. No. 2871  
Fee Paid, \$ 8.75

53

FROM  
Louis C. Borer TO  
The Merchants Loan and Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 10 day of  
June A. D. 1927, at 2:35 P.M.  
Jas E. Wellman  
Register of Deeds.  
By Deputy.

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

Louis C. Borer, a single man,  
of Lawrence in the County of Douglas and State of Kansas  
part Y of the first part, and  
The Merchants Loan and Savings 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  
Thirty-five Hundred and no/100 (\$3500.00) DOLLARS, to him duly paid, the receipt of  
which is hereby acknowledged, has sold, and by this indenture do es Grant, Bargain, Sell and Mortgage to the said party of the second part,  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Numbered One (1) and Two (2) in Block Number One (1), in Haskell Place, an  
Addition to the City of Lawrence, 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 es hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and  
seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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 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 become due and payable, and that he will pay 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 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 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  
Thirty-five hundred and no/100 DOLLARS,  
according to the terms of One certain written obligation for the payment of said sum of money, executed on the first day of June 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 Y of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if each 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 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  
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 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 Y.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 Y of the first part has hereunto set his hand and seal the day and year last  
above written.

Louis C. Borer (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 9th day of June A. D. 1927, before me, a

Notary Public in the aforesaid County and State, came

Louis C. Borer, a single man

LS 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 27th day of January 1931

F. C. Whipple 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 24th day of October 1927.

Copy recd.

Merchants Loan and Savings Bank  
By J. E. Whipple  
Owner.

This Release  
was written  
on the original  
Mortgage  
entered  
this 25 day  
of Oct  
1927  
Jas E. Wellman  
Reg. of Deeds.