

## MORTGAGE RECORD 74

Reg. No. 2694  
Fee Paid, \$ 5.00

FROM

John Van Lindley et ux  
TO

Peoples State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of  
June A. D. 19 27, at 11:30 A. M.

Jas. E. Wellmer

Register of Deeds.

By Deputy.

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

John Van Lindley and Gladys Lindley, his wife

of Rudora in the County of Douglas and State of Kansas

part of the first part, and

Peoples State Bank, Lawrence, Kansas.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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 south one half (1/2) of the south west one fourth (1/4) section three (3) township fourteen (14) range twenty one (21) County and State aforesaid

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and secured of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$4,000.00 Collins Mortgage Company, Kansas City, Mo.

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

It is agreed between the parties hereto that the said 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 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 2nd of the second part, the less, if any, made payable to the part 1st of the second part to the extent of their 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 Two Thousand DOLLARS.

according to the terms of One certain writing obligation for the payment of said sum of money, executed on the this day of October 1926 and by their terms made payable to the part 1st 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 1st 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 covenant 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 kept in as good repair as they are now, or if waste is committed on said premises, then this covenant shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said writing 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 1st of the second part or assigns 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 1st of the second part, 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 be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st of the first part has hereunto set their hand and seal the day and year last above written.

John Van Lindley (SEAL)

Gladys Lindley (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 18th day of Oct A. D. 1926, before me, a S. A. Wood in the aforesaid County and State, came

LS

John Van Lindley and Gladys Lindley, his wife 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 1929

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 28th day of March 1930.

Peoples State Bank, Lawrence, Kansas Mortgagee. Owner.

By J. J. Shumway Jr. 2/17/30

This Release was written on the original Mortgage; entered this 28th day of March 1930. Reg. of Deeds. Deputy.