

MORTGAGE RECORD 74

Reg. No. 2767
Fee Paid, \$ 5.25

93

FROM
W. J. Morris et al
TO
State Bank of Leecompton

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 22 day of July A. D. 1927, at 5:15 A. M.
By Isa E. Wellman Register of Deeds.
Deputy.

THIS INDENTURE, Made this First day of July, in the year of our Lord, one thousand nine hundred and ~~seven~~ ^{twenty seven} between
W. J. Morris and Signa Morris his wife - Wayne H. Morris and Meta Morris his wife -
H. O. Morris and Wilma Morris his wife
of Leecompton in the County of Douglas and State of Kansas
part 1st of the first part, and State Bank of Leecompton, Leecompton, Kansas part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Twenty One Hundred and Fifty & no/100 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 parties, of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North East Fractional quarter of Section Four, Township Twelve, of Range Eighteen County and State aforesaid.
-0-0-0-0-0-0-0-0-0-0-

State of Kansas)
SS:
County of Douglas)

BE IT REMEMBERED, That on this 14 day of July A. D. 1927 before me, a Notary Public in the aforesaid County and State, came Wayne H. Morris and Meta Morris to me personally known to be the same persons 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.

LS My Commission Expires on the 8 day of Jan. 1930
-0-0-0-0-0-0-0-0-0-0-
J. W. Kreider
Notary Public

State of Kansas)
SS:
County of Geary)

BE IT REMEMBERED, That on this 18th day of July A. D. 1927 before me, a Notary Public, in the aforesaid County and State, came Wilma Morris and H. O. Morris, to me personally known to be the same persons 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.

LS My Commission Expires on the 28th day of September 1930
Melle J. Baker
Notary Public

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

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

Except a First Mortgage of Nine Thousand Dollars in favor of the Liberty Life Ins. Co.

It is agreed between the parties hereto that the part 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

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 of the second part, the loss, if any, made payable to the part of the second part to the extent of

interest. And in the event that said part 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 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 to secure the payment of the sum of

Twenty One Hundred and Fifty DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the day of July A. D. 1927.

and by the terms made payable to the part 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 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 of the first part shall fail to pay the same as provided in this indenture.

And this covenantee 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 in as good repair as they are now, or if waste is committed on said premises, then this covenantee 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 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 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 herein.

IN WITNESS WHEREOF, The part 1st of the first part have hereunto set their hands and seals on the day and year last above written.

Wilma Morris Signa Morris (SEAL)
H. O. Morris W. J. Morris (SEAL)
Meta Morris (SEAL)
Wayne Morris (SEAL)

STATE OF Michigan)
COUNTY of Wayne) ss.

BE IT REMEMBERED, That on this 5 day of July A. D. 1927, before me, a Notary Public in the aforesaid County and State, came

W. J. Morris and Signa Morris
to me personally known to be the same persons 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 16 day of Sept. 1928.

Fern Hanna
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 day of 19

Mortgage. Owner.