

MORTGAGE RECORD 74

99

Reg. No. — 2790 —
Fee Paid, \$ 6.75

FROM
Ray M. Reeves et ux
TO
Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 30 day of
July A. D. 1927 at 1:30 P. M.
Loa E. Wellman
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 1st day of July, in the year of our Lord, one thousand nine hundred and twenty-seven between

Ray M. Reeves and Ruth B. Reeves, his wife,
of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and

The Merchants Loan and Savings Bank, Lawrence, Kansas. part of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Two Thousand Seven Hundred 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

North 80 feet of the South 170 feet of tract of land described as follows:
Beginning at a point 139.4 feet north and 1049 feet east of the SW corner of
Sec 36, Tp. 12, Rg 19E; thence due north 316 feet thence due west 224.5 feet
more or less to a point on the center of the county road; thence due south along
the center of said county road 316 feet; thence due east 224.5 feet more or less
to the point of beginning, containing 1 1/2 acres more or less in Douglas County,
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 owner 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 become 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 of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said parties 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 party 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 Seven Hundred Fifty \$ DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 1st day of July 1927

and by its terms made payable to the party 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 party 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 parties 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 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 covenant 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 party of the second part.

And the covenants 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 covenant 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 party of the second 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 run 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 hand and seal on the day and year last above written.

Ray M. Reeves (SEAL)

Ruth B. Reeves (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 30th day of July A. D. 1927, before me, a Notary Public in the aforesaid County and State, came

Ray M. Reeves and Ruth B. Reeves, 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 27 day of January 1929.

A. F. McCallahan
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 15th day of January, 1936.

Conf. Seal The Merchants Loan and Savings Bank
Lawrence, Kansas
By J. C. Whipple Cashier
Owner.

The Release
is a written
discharge of
the mortgage
and is filed
for record
on the 15th day
of January
1936.
Hazel R. Rich
Reg. of Deeds.
J. C. Whipple
Cashier