

## MORTGAGE RECORD 74

Reg. No. 2792  
Fee Paid, \$ 5.25

FROM

Fred Beverstock

TO

Merchants Loan &amp; Sav. Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of July A. D. 19 27, at 1:35 P. M.

D. 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 Fred Beverstock and Alice F. Beverstock 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.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three 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 parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

South 90 feet of the south 170 feet of tract of land described as follows:  
Beginning at a point 139.4 feet north and 104.5 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 1½ 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 owners 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 therein.

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 parties 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 parties 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 Three 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 19 27 and by its terms made payable to the parties 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 parties 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 mortgage 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 contained therein, 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 parties 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 prescribed 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 parties of the second part, on demand, to the first parties.

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

Fred Beverstock

(SEAL)

Alice F. Beverstock

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

County of Douglas

BE IT REMEMBERED, That on this 30th day of July A. D. 19 27, before me, a Notary Public in the aforesaid County and State, came

Fred Beverstock and Alice F. Beverstock, his wife

Persons 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 27 day of January 19 29

A. F. McClannahan

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

Mortgagee. Owner.