

# MORTGAGE RECORD 74

121

Reg. No. 2341  
Fee Paid, \$ 7.00

FROM

Louise M. Breakey et al  
TO

Watkins Nat'l Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of  
Aug. A. D. 1927, at 1:25 P.M.

Isa C. Wellman  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 23rd day of August, in the year of our Lord, one thousand nine hundred and twenty seven

Louise M. Breakey and Isaiah F. Breakey her husband

of Lawrence in the County of Douglas and State of Kansas  
part 1st of the first part, and Watkins National Bank

part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Twenty eight Hundred 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 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:

Lot number one hundred forty two (142) Kentucky street, in the City of Lawrence,  
except the east eighty five (85) feet across the entire width of said lot, and the  
north ten (10) feet of lot number one hundred forty four (144) Kentucky Street in  
the city of Lawrence, except the east eighty five (85) feet across the entire width of  
said ten (10) feet.

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. And the premises above granted, and  
wield 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 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 loss, if any, made payable to the part 2nd 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

Twenty eight Hundred

DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 23rd day of August, 1927  
and by its terms made payable to the part 2nd 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 2nd 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 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 mortgage 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 part 2nd of the second part its heirs & 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 2nd of the second part, making such sale,  
on demand, to the first part 1st.

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 more to, 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 have hereunto set their hand and seal on the 23rd day and year last  
above written.

Witness to mark of Isaiah F. Breakey

Louise M. Breakey (SEAL)

C.H. Tucker

Isaiah F. Breakey (SEAL)

A.F. Flinn.

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 23rd day of August, A. D. 1927, before me, a  
Notary Public in the aforesaid County and State, came

Louise M. Breakey and Isaiah F. Breakey her husband

IS

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, 1931

A.F. Flinn

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 1st day of August, 1931

Corp Seal

Watkins National Bank Lawrence, Kansas  
Mortgage Owner.

This Release  
was written  
on the original  
Mortgage  
entered  
this day  
of Aug  
1931  
at Lawrence,  
Kans.  
Isaiah F. Breakey  
Reg. of Deeds  
Copy