

MORTGAGE RECORD 74

Reg. No. 2557

Fee Paid, \$ 5.00

FROM

Charles T. Moore et al
TO

Merchants L. & Sav. Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of
Aug. A. D. 1927, at 1:30 P. M.

Lea C. Wellman

Register of Deeds.

By Deputy.

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

Charles T. Moore and Carrie Cox Moore his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Merchants Loan and Savings Bank, Lawrence, Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand 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 Northwest Quarter (¼) of Block No. Five (5) Earls Addition to the City of Lawrence,
less the following described tract; beginning on the east line of said northwest
Quarter (¼) of said Block No. five (5) at its intersection with the south line of
Hancock Street in said addition; thence west along the South line of said Hancock
Street one hundred (100) feet; thence south One hundred fifty five (155) feet; thence
east to the east line of said Northwest quarter (¼) of said Block No. five (5) thence
north to the place of beginning 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 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 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

Two Thousand

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of August 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 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 the conveyance 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 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 partto 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 making such sale, on
demand, to the first parties of 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, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal the day and year last
above written.

Charles T. Moore

(SEAL)

Carrie Cox Moore

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

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

Charles T. Moore and Carrie Cox Moore his wife

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 20th day of April 1929

A. F. McClernahan/

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, 1930

A. F. McClernahan

Merchants Loan and Savings Bank
By F. C. Whipple, Cashier.

Mortgagee. Owner.

This Release
was written
on the original
Mortgageentered
this 1st day
of August
1930

A. F. McClernahan

Reg. of Deeds.

Deputy