

# MORTGAGE RECORD 74

Reg. No. 3211  
Fee Paid, \$ 25

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
Marshall Hill	This instrument was filed for record on the 21 day of
TO	Feb A. D. 1928, at 8:40 A.M.
Merchants Loan & Savings Bank	By <u>Isa E. Wellman</u> Register of Deeds.
	Deputy.

THIS INDENTURE, Made the eighteenth day of February, in the year of our Lord, one thousand nine hundred and twenty-eight between Marshall Hill, a widower

of Lawrence in the County of Douglas and State of Kansas  
part Y of the first part, and The Merchants Loan & Savings Bank  
Lawrence, Kansas part Y of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of One Hundred Twenty-five and no/100 (\$125.00) DOLLARS, to him him duly paid, the receipt of which is hereby acknowledged, ha. s. sold, and by this indenture does Grant, Bargain, Sell and Mortgage to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots numbered Two Hundred Nine (209),  
Two Hundred Eleven (211) and Two Hundred  
Thirteen (213) on Elm Street, in Block  
Number Eleven (11) in that part of the  
City of Lawrence, known as North Lawrence.

with the appurtenances and all the estate, title and interest of the said part Y of the first part therein.  
And the said part Y of the first part do ss. hereby covenant and agree that at the delivery hereof he is 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.  
except two mortgages of record amounting to \$625.00,  
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 part Y 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 he 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 part Y of the second part to the extent of  
its interest. And in the event that said part Y of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as  
before provided, then the part Y 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

One hundred Twenty-five and no/100 DOLLARS.  
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 18th day of February 1928.  
and by its terms made payable to the part Y 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 Y 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 Y of the first part shall fail to pay the same as provided in this indenture.  
And this conveyance shall be void if such person 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 or 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 Y 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 part Y making such sale, on  
demand, to the first part Y.  
It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 hereto.

IN WITNESS WHEREOF, The part Y of the first part ha. s. herunto set his hand and seal the day and year last  
above written.

Marshall (SEAL)  
Marshall Hill, a widower (SEAL)  
Isa E. Wellman (SEAL)  
F.C. Whipple (SEAL)

STATE OF Kansas  
COUNTY OF Douglas } ss.  
BE IT REMEMBERED, That on this 18th day of February A. D. 1928, before me, a  
Notary Public in the aforesaid County and State, came  
Marshall Hill, a widower  
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 hereto subscribed my name, and affixed my official seal on the day and year last  
above written.  
My commission expires on the 27th day of January 1931.  
F.C. Whipple 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 18th day of August 1928  
Merchants Loan and Savings Bank Corp. seal.  
Lawrence, Kansas  
F.C. Whipple Owner.