

MORTGAGE RECORD 74

Reg. No. 3216
Fee Paid, \$ 3.75 C

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FROM
George H. Forrester et al
TO
Watkins Nat'l Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 21 day of
Feb. A. D. 19 23, at 3:55 P.M.
Lsa E Wellman
Register of Deeds.
By _____ Deputy

THIS INDENTURE, Made this 17th day of February, in the year of our Lord, one thousand nine hundred and twenty eight between _____

George H. Forrester and Mabel Forrester husband and wife

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of _____ Dollars, to them
 Fifteen hundred and no/100 _____ 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:

Lot number two (2) in Bews Addition an addition to the city of Lawrence.

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 inalienable 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 ies 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 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 ies 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 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.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th day of February, 192
by its terms made payable to the part of the second part, with all interest thereon according to the terms of said obligation and also to secure any sum or
sums of money advanced by the said part of the second part to pay for any insurance or to discharge any taxes with interest thereon in the event that said

part 168. of the first part shall fail to pay the same as provided in this indenture.

And this 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 part 168. 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 profits of the same and to sell the same or any part thereof, in the manner provided by law; and he covenants and warrants that from each sale so retained 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 party making such sale, on

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, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part ies of the first part ha ve hereunto set their hand and seal the day and year last above written.

George H. Forrester (SEAL)

Mabel Forrester (SEAL)

(SEAL)

... (SEAL)

STATE OF Kansas }
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 21st day of February A. D. 1928, before me, a
Notary Public in the aforesaid County and State, came

George H. Forrester and Mabel Forrester husband and wife

LS to me personally known to be the same person B 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 21 day of December, 1931

Corp Seal

of Lawrence Building & Loan Assn. 1931
George O. Foster Pres.
J. C. Stearns Secy. Mortgage. Owner.

For Assignment See Book 75-Page 623
For Assignment See Vol. 77-Page 223