

MORTGAGE RECORD 74

Reg. No. 3224
Fee Paid, \$ 6.75

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FROM
J.H. Michael et al
TO
Peoples State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 24 day of Feb A.D. 1928 at 4:30 P.M.
By Loak E. Wellman Register of Deeds.
Deputy.

THIS INDENTURE, Made this Twenty third day of February, in the year of our Lord, one thousand nine hundred and twenty eight between
J.H. Michael & Elizabeth Michael husband and wife
of Lawrence in the County of Douglas and State of Kansas
part 100 of the first part, and Peoples State Bank, Lawrence, Kansas part 100 of the second part.

WITNESSETH, That the said part 100 of the first part, in consideration of the sum of Twenty seven Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by this indenture doth Grant, Bargain, Sell and Mortgage to the said part 100 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot 170 on Ohio Street in the city of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 of the first part doth hereby covenant and agree that at the delivery hereof they are 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

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 100 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 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 100 of the second part, the loss, if any, made payable to the part 100 of the second part to the extent of its interest. And in the event that said part 100 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 100 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 seven 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 February A.D. 1928 and by its terms made payable to the part 100 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 100 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 100 of the first part shall fail to pay the same as provided in this indenture.

And this covenantee shall be void if such payment be made as herein provided, 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 same 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 covenantee 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 100 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 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 100 of the second part to 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, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 100 of the first part has hereunto set their hand and seal on the day and year last above written.

J. H. Michael (SEAL)

Elizabeth Michael (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 23rd day of Feb A.D. 1928, before me, a Notary Public in the aforesaid County and State, came

J.H. Michael and Elizabeth Michael his wife

to me 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 10th day of April 1929

S.A. Wood 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

Mortgage. Owner.

ATTEST

Loak E. Wellman Register of Deeds

2 JOHN CALLEMAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing instrument was filed for record in the office of the Register of Deeds of said County on the 24th day of Feb A.D. 1928, and that the same is duly recorded in Journal 173 at page 133. Witness my hand this 24th day of Feb A.D. 1928. John Calleman Clerk District Court