

FROM

Jennie E. Junkins et al  
TO

Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY. ss.

This instrument was filed for record on the 27 day of August, 1925 at 11:35 A. M.

Feb ..... A. D. 1928, at 8:35 A.M. M.

Isa E. Wellman  
Register of Deeds  
By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this ninth day of February, in the year of our Lord, one thousand nine hundred and Twenty eight between Jennie E. Junkins, a widow, Robert M. Junkins and Claudia M. Junkins his wife, Mildred Junkins Frowe and William Frowe her husband, Nancy Junkins Hess and E.R. Hess her husband being the sole and only heirs of John W. Junkins deceased. of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_ parties. of the first part, and The Merchants Loan and Savings Bank, Lawrence, Kansas.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of One Thousand and no/100 (\$1000.00) DOLLARS, to then duly paid, the receipt of which is hereby acknowledged, he YE sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y<sup>th</sup> of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The south one hundred (100) acres of the southeast quarter (¼) Section thirty five (35) Township Twelve (12) Range Nineteen (19) less a tract of about one and one half (1½) acres deeded to G.R. Friedrich less also an easement of G.R.Friedrich over about one hundred twenty five (125) feet of said land for septic tank purposes and adjoining the one and one half (1½) acre tract deeded to the said G.R.Friedrich.

State of Florida      I  
County of St. Lucie    ISS

Be it remembered, That on this ---day of February A.D. 1928 before me a Notary Public in the aforesaid County and State came Mildred Jenkins Frowe and William Frowe her husband 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.

LS  
My commission expires Apr. 8, 1930

Loretta Meyers  
Notary Public  
for the State of Florida at Large

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, except a mortgage of \$2000.00 to M. Shillerston, which mortgage has been reduced by payments to \$5000.00 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 said party 1ed shall make living will thereby and shall be bound by the terms of the same during the life of this indenture, say all taxes and 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 thornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the how, if any, made payable to the party \_\_\_\_\_ of the second part to the extent of \_\_\_\_\_ its interest. And in the event that said part 1ed of the first part shall fail to pay such amount due and payable and to keep said premises insured as herein provided, then the part \_\_\_\_\_ of the second part may pay such taxes and insurance, or either, and the amount so paid shall become a part of the indemnities, secured by this indenture, and shall be interest at the rate of \_\_\_\_\_ per cent from the date of payment thereof.

THIS GRANT is intended as a mortgage to secure the payment of the sum of One Thousand and no/100 (\$1000.00) DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the ninth day of February 1928.

According to the terms of ONE certain written obligation        for the payment of said sum of money, executed on the thirteenth 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 first part X of the first part should die, then the said sum of money and interest thereon shall be paid to the said part Y of the second part.

part. ~~108~~ 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 (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. 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 party making such sale, on demand, to the first party.

IN WITNESS WHEREOF, The part. ies of the first part have hereunto set their hand and seal. 6 the day and year last above written.

William Frowe  
Mildred Junkins Frowe

Jennie E. Junkins (SEAL)  
Robert M. Junkins (SEAL)  
Claudia M. Junkins (SEAL)  
E.R. Hess (SEAL)  
Nancy Junkins Hess (SEAL)

STATE OF Kansas  
COUNTY of Douglas

BE IT REMEMBERED, That on this 9th day of February A. D. 1928, before me, a  
Notary Public in and for the County and State of Jennie E. Junkins, a widow

Robert M. Junkins & C.M. Junkins his wife, Nancy Junkins Hess & E.R. Hess her husband 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 19 29

A.F. McClanahan 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 12th day of November - 1928

Corp Seal.

On this 10th day of November 1920  
 The Merchants Loan & Savings Bank  
 By A. F. McClanahan - V. P. Mortgagee. Owner.