

## MORTGAGE RECORD 74

Reg. No. 3285

Fee Paid, \$ 6.25

FROM

Allie Taylor et al

TO

Watkins Nat'l Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

March A. D. 1928 at 2:40 P. M.

J. E. Wellman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 12th day of March, in the year of our Lord, one thousand nine hundred and twenty eight between

Allie Taylor and Hersel Taylor his wife and William Taylor and Martha Taylor his wife

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of \_\_\_\_\_ DOLLARS, to them duly paid, the receipt of Twenty five Hundred and 0/100 which is hereby acknowledged, has sold, and by this indenture do 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:

Beginning at a point forty (40) rods east of the northwest corner of lot seven (7) in section Thirty three (33), Township Twelve (12), Range twenty (20); thence east forty rods (40) to the northeast corner of said Lot seven (7) thence south to the Kansas river; thence northwesterly to a point 40 rods due east of the west line of said Lot #7; thence north to the place of beginning, containing twenty nine (29) acres more or less. Also part of Lot six (6) of the northeast fractional quarter (1/4) of section thirty three (33) Township Twelve (12) Range twenty (20) east of rht 6th P.M., viz: Commence at the Northwest corner of said Northeast fractional quarter of Sec. 33 thence on North line of said quarter section east twenty two (22) rods; thence south on a line parallel with west line said section 31-15/100 chains to the Kansas river Thence up said river to the west line of said quarter section; thence north along west line to place of beginning, 16-81/100 acres more or less all in Douglas County Kansas.

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

And the said part ies 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 sized 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 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.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \_\_\_\_\_ (\$2500.00) DOLLARS, Twenty-five hundred and 0/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 12th day of March 1928

and by the part ies 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 ies of the first part shall fail to pay the same as provided in this indenture, 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, 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 ies.

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 parties of the first part have hereunto set their hands and seals the day and year last above written.

Allie Taylor (SEAL)

Hersel Taylor (SEAL)

William Taylor (SEAL)

Martha Taylor (SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 12th day of March A. D. 1928, before me, a Notary Public in the aforesaid County and State, came Allie Taylor and Hersel Taylor his wife and William Taylor and Martha Taylor his wife

IS

to me personally known to be the same person as 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 18th day of December 1928

Wm. Middlekauff

Mortggee. Owner.

This Release was written on the original Mortgage entered this 18th day of December 1928  
Hersel Taylor  
Reg. of Deeds

Assignment Due 13th. 77-Reg-322.