

# MORTGAGE RECORD 74

Reg. No. 3316  
Fee Paid, \$ 1:25 C

261

FROM  
Melvin W. Goff & Wife  
TO  
Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 21 day of March A. D. 19 28 at 1:40 M.  
Iss E. Wellman  
By \_\_\_\_\_ Register of Deeds.  
Deputy.

THIS INDENTURE, Made this first day of March, in the year of our Lord, one thousand nine hundred and -eight between  
Melvin W. Goff and Marguerite Goff, his wife  
of Lawrence in the County of Douglas and State of Kansas  
part 100 of the first part, and The Merchants Loan & Savings Bank, Lawrence, Kansas part 7 of the second part.

WITNESSETH, That the said part 100 of the first part, in consideration of the sum of Five Hundred and no/100 (\$500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 7 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Numbered Eight (8) in Fairgrounds Addition to the  
City of Lawrence, and Lot Numbered Three (3) in  
Leary's Subdivision of a portion of Block Five (5)  
in South Lawrence

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 owner of the premises above granted, and seized of a good and indefeasible 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 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 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 law, if any, made payable to the part 7 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 7 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 Five Hundred and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of March 19 28, and by its terms made payable to the part 7 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 7 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 conveyance 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 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 7 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 7 of the second part, making such sale, on demand, 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 more in 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 the day and year last above written.

Melvin W. Goff (SEAL)  
Marguerite Goff (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas  
COUNTY OF Douglas ss.  
BE IT REMEMBERED, That on this 9th day of March A. D. 19 28, before me, a Notary Public in the aforesaid County and State, came Melvin W. Goff and Marguerite Goff, his wife

LS, 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 20th day of April 19 29  
A. J. 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 this mortgage of record. Dated this day of 19

Mortgagee. Owner.

ATTEST:

L. Mary Ellen Sherrill, Clerk of the District Court, Douglas County, Kan., do hereby certify that a judgment of foreclosure of the mortgage herein recorded was rendered by said District Court on the 19 day of March A. D. 1928, in Case No. 1928-100, and that the same was duly entered in the records of said District Court as provided by law.

for Record Room one Room 75, Page 387.