

MORTGAGE RECORD 74

Reg. No. 3333
Fee Paid, \$ 10.50

263

FROM
Harriett M. Stanton et al
TO
Watkins National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 22 day of March A. D. 1928, at 4:30 P. M.
Leta E. Wellman
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 5th day of March in the year of our Lord, one thousand nine hundred and twenty-eight, between Harriet M. Stanton, a widow, Amida Stanton, a single woman, Sarah Evelyn Stanton, a single woman and Alta L. Stanton, a single woman, and Alfred H. Stanton, and Jane Pool Stanton, his wife, the sole and only heirs of A. L. Stanton of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Watkins National Bank part. 7. of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Forty- Two Hundred Fifty and 0/100 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 7. 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 4 acres of the West 19 acres of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 6, Township 13, Range 20, less tracts sold as follows: Beginning 80 rods south of the Northwest corner of the Southeast Quarter (SE 1/4) of Section 6, Township 13, Range 20; thence North 115 feet; thence East 330 feet; thence South 115 feet; thence West 330 feet to the place of beginning, and beginning 80 rods South of the Northwest corner of the Southeast Quarter (SE 1/4) of Section 6, Township 13, Range 20; thence North 142.8 feet to the point of beginning; thence East 330 feet; thence North 60 feet; thence West 330 feet; thence South 60 feet to place of beginning.

State of Kansas |
County of Douglas | ss
LS
My commission expires April 10, 1931
A. F. Flinn, Notary Public

On this 17th day of March A. D. 1928 before me, a notary public within and for said County, personally appeared Alta L. Stanton to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

State of Minnesota |
County of Hennepin | ss
LS
My commission expires April 4, 1934
Irwin L. Carlson
Notary Public, Hennepin County, Minn.
My Commission expires April 4th, 1934

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 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 parties 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 7. of the second part to the extent of its interest. And in the event that said parties 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 Forty-Two Hundred Fifty and 0/100 DOLLARS,

according to the terms of two certain written obligations of the said parties of the first part, for the payment of said sum of money, executed on the 5th day of March 1928, and by their 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 parties of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall 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 covenant 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. making such sale, on demand, to the first parties of 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 parties of the first part have hereunto set their hands and seal, the day and year last above written.

Irwin L. Carlson (as to Alta L. Stanton) Amida Stanton (SEAL)
Betty Wippenhorn (as to Alta Stanton) Sarah Evelyn Stanton (SEAL)
J. L. Noone (as to Alfred H. and Jane Pool Stanton) Alta L. Stanton (SEAL)
Alfred H. Stanton (SEAL)
Jane Pool Stanton (SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 10 day of March A. D. 1928, before me, a Notary Public in the aforesaid County and State, came Harriet M. Stanton and Amida Stanton

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 18 day of Jan 1932
Leta F. Kennedy
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 20th day of Feb 1928
Grace W. DeBenham
Mortgage. Owner.

The foregoing is entered on the original mortgage instrument, and 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 20th day of Feb 1928
Grace W. DeBenham
Mortgage. Owner.

As it is remembered that on the 15th day of March A. D. 1928 before me a Notary Public in the State of Kansas and County of Douglas, personally appeared Harriet M. Stanton, a widow, Amida Stanton, a single woman, Sarah Evelyn Stanton, a single woman and Alta L. Stanton, a single woman, and Alfred H. Stanton, and Jane Pool Stanton, his wife, the sole and only heirs of A. L. Stanton of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Watkins National Bank part. 7. of the second part. This instrument was filed for record on the 22 day of March A. D. 1928, at 4:30 P. M. My Commission expires on the 27th day of February, 1930.