

# MORTGAGE RECORD 74

Reg. No. 3370  
Fee Paid, \$ 10.00

273

FROM  
H.A. Jetmore & Wife  
TO  
The Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 5 day of April A. D. 1928, at 8:35 A. M.  
*Geo E Wellman*  
Register of Deeds.  
By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this first day of April, in the year of our Lord, one thousand nine hundred and twenty-eight between

H.A. Jetmore and Grace M. Jetmore his wife  
of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and The Merchants Loan & Savings Bank Lawrence, Kansas part of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four Thousand and no/100 (\$4000.00) 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 parties 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 on the South line of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirty-one (31), Township Twelve (12) Range Twenty (20) where it intersects the West line of Tennessee Street in the City of Lawrence thence West on said South line of said Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirty-one (31), Two Hundred Fifty (250) feet to the East line of Ohio Street; thence North One Hundred (100) feet; thence East Ninety (90) feet; thence South Ninety-one (91) feet; thence East One Hundred Sixty (160) feet to the West line of Tennessee Street; thence South along said West line of Tennessee Street Nine (9) feet to the point of beginning, all in the City of 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 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 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 become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in each 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 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 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 8% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Four Thousand and no/100 (\$4000.00) DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of April 1928 and by its terms made payable to the part 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 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 of the first part shall fail to pay the same as provided in this indenture.

And this indenture shall be void if each 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, 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 of the second part, 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 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 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 hand and seal, the day and year last above written.

H.A. Jetmore (SEAL)  
Grace M. Jetmore (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas } ss.  
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 4th day of April A. D. 1928, before me, a Notary Public in the aforesaid County and State, came

H.A. Jetmore and Grace M. Jetmore, his wife

LS 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 1929.

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 authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 28th day of March 1935.

*Conf Seal*  
The Merchants Loan & Savings Bank  
By E.C. Whittle cashier Owner.

For Release Agreement See file 77, Page 281.

This Release was verified and acknowledged before me on the 28th day of March 1935.  
*Herbert Cook*  
Notary Public