

MORTGAGE RECORD 74

Reg. No. 3394
Fee Paid, \$ 2.50

FROM
Evan G. Griffith et ux.
 TO
Watkins Nat'l Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 19 day of
April A. D. 1928 9:50 A. M.
Isa E. Wallman
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 17th day of April, in the year of our Lord, one thousand nine
 hundred and twenty eight between
Evan G. Griffith and Kathryn M. Griffith husband and wife
 of Lawrence in the County of Douglas and State of Kansas
 part 1st of the first part, and Watkins National Bank

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of _____ DOLLARS, to _____ 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 1st of the second part,
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The east five (5) acres of the north half ($\frac{1}{2}$) of the south half ($\frac{1}{2}$) of the
 North east quarter ($\frac{1}{4}$) Section twenty six (26) Township Thirteen (13) Range
 Nineteen (19) East of the Sixth P.M.

with the appurtenances and all the estate, title and interest of the said part 1st 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 lawful owner of the premises above granted, and
 and 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 1st 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 pay 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 less, if any, made payable to the part 1st of the second part to the extent of
 interest. And in the event that said part 1st of the first part shall fail to pay such taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this

indenture provided, then the part 1st 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

Ten Hundred and no/100

according to the terms of _____ certain written obligation, for the payment of said sum of money, executed on the 17th day of April DOLLARS.
 and by its terms made payable to the part 1st of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or
 sum of money advanced by the said part 1st 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 1st 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 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 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 1st of the second part

and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and to have a receiver appointed to collect the rents
 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 1st of the second part, on
 demand to the first part 1st.

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.

Evan G. Griffith (SEAL)

Kathryn M. Griffith (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 18th day of April A. D. 1928 before me, a

Notary Public _____ in the aforesaid County and State, came

Evan Griffith and Kathryn M. Griffith husband and wife

to me personally known to be the same person _____ who executed the foregoing instrument and duly acknowledged the execution of
 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 31 day of April 1935

Watkins National Bank Mortgagee. Owner.

E. F. Huddleston
Cashier

This Release
 was
 entered
 this 31 day
 of January
1935

Richard A. Hunt
 Reg. of Deeds.
Edw. M. Platen
 Deputy