

Merchants L. & Savings Bank

This instrument was filed for record on the 28 day of Apr. A. D. 1928 at 8:30 A. M.

By Isaac Wellman Register of Deeds  
Denote

Youdon Eckman and Jennie Eckman his wife

of Finland in the County of Douglas and State of Kansas  
parties of the first part, and The Merchants Loan & Savings Bank, Lawrence, Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand and no/100 (\$5000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve 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:

The North half ( $N\frac{1}{2}$ ) of the northwest quarter ( $NW\frac{1}{4}$ ) and the east half ( $E\frac{1}{2}$ ) of the south half ( $S\frac{1}{2}$ ) of the northwest quarter ( $NW\frac{1}{4}$ ) of section two (2) and the east half ( $E\frac{1}{2}$ ) of the northeast quarter ( $NE\frac{1}{4}$ ) of section three (3) all in Township Fourteen (14) Range twenty (20) containing in all Two Hundred (200) acres more or less.

**Register of Deeds**

L. May Ellen Simmons, Clerk of the District Court, Douglas County Kan., do hereby certify that a Judgment of foreclosure of the mortgage herein recorded was made and entered by said District Court on the 5<sup>th</sup> day of Jan. 1944 and that the same is duly recorded in Journal..... at page 231. Witness my hand this 5<sup>th</sup> day of Jan. 1944.

May Ellen Simmons Clerk of District Court

with the appurtenances and all the estate, title and interest of the said part ~~100~~ of the first part therein.

And the said part 106 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 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 thereto.

It is agreed between the parties hereto that the part 108 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 Ym of the second part to the extent of its interest. And in the event that said part 108 of the first part shall fail to pay such taxes when the same become due and payable, and to keep such buildings insured as herein provided, then the part Ym of the second part shall be bound to pay the same.

interest. And in the event that part 108 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 party 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 mortgage, 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 Thousand 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 April 1928

and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum of sums of money advanced by the said part y 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 108 of the first part shall fail to pay the same as provided in this indenture.

and the 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 payment created by this mortgage, 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 building or any real estate here is 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 V of the second part

to the 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 2 making such sale, on demand, to the first part 108.

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.

Youdon Eckman (SEAL)

Jennie Eckman (SEAL)

(SFAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 26th day of April A. D. 1928, before me, a  
**Notary Public** in the aforesaid County and State, came

LS Youdon Eckman and Jennie Eckman his wife

to me personally known to be the same person as [redacted] 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 1989

**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 authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

<b>Mortgagee.</b>	<b>Owner.</b>
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