

## MORTGAGE RECORD 74

Reg. No. 3459

Fee Paid, \$ 6.25

315

FROM

Emory F. Hobbs et ux  
TO

Merchants Loan &amp; Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16th day of  
May A. D. 1928 at 1:05 P. M.By: Isa E. Wellman  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this first day of April in the year of our Lord, one thousand nine hundred and twenty eight between Emory F. Hobbs and Ada B. Hobbs, 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  
parties of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Twenty-five Hundred and no/100 (\$2500.00) 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 party of the second part,  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:Lot Number Three (3) in Block Number Twenty-two (22)  
of Sinclair's Addition to the City of Lawrence, Kansas.

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

And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and  
seized of a good and inalienable 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 thereon.

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 such sum  
and by such insurance company as shall be specified and directed by the parties of the second part, the loss, if any, made payable to the parties 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 parties 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  
Twenty-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 April 1928.And by this indenture the parties of the first part do hereby covenant and agree 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 parties of the second part, the loss, if any, made payable to the parties 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 parties 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.And this covenant 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 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 party of the second partto 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 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 party making such sale, on  
demand, to the first parties.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.

Emory F. Hobbs (SEAL)

Ada B. Hobbs (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 25th day of April A. D. 1928, before me, a

Notary Public in the aforesaid County and State, came Emory F. Hobbs and

L.S. Ada B. Hobbs, his wife,  
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 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 authorize the Register of  
Deeds to enter the discharge of this mortgage of record. Dated this 7th day of November 1927

Cordene

The Merchants Loan &amp; Savings Bank

Mortgage. Owner.

J. A. F. McClanahan - J.P.

This Release  
was written  
on the original  
Mortgage &  
entered  
the day  
of Nov.  
1927J. A. F. McClanahan  
Notary Public.