

MORTGAGE RECORD 74

Reg. No. 3539
Fee Paid, \$1.25

FROM
Jennie E. Junkins et al
TO
The Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 28 day of June A. D. 1928 at 1:00 P. M.
Joa E. Wallman
By: _____ Register of Deeds.
V Deputy.

THIS INDENTURE, Made this first day of June in the year of our Lord, one thousand nine hundred and twenty-eight between Jennie E. Junkins, a widow, Robert M. Junkins and C. M. Junkins his wife, Mildred Junkins Frowe and William Frowe, her husband, Nancy Junkins Hess and E. R. Hess her husband, being the sole and only heirs of John W. Junkins, deceased of _____ in the County of _____ and State of _____ of the first part, and The Merchants Loan & Savings Bank part of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred and no/100 (\$500.00) 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:

The South One Hundred (100) acres of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-five (35) Township Twelve (12), Range Nineteen (19), less a tract of One and one-half ($1\frac{1}{2}$) acres, more or less, deeded to G. R. Friedrich, and less a tract of Fifteen (15) acres, more or less, deeded to Gladys F. Barick.

State of Florida ss.
County of St. Lucia
Be It Remembered, That on this ---- day of June A. D. 1928, before me, a Notary Public in the County and State came Mildred Junkins Frowe and William Frowe, her husband 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.
L. R. B. F. Holden
Notary Public, State of Florida at Large Notary Public
My Commission expires Dec. 7, 1931

with the appurtenances and all the estate, title and interest of the said part 1st. of the first part therein.
And the said part 1st. of the first part do 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 indefeasible estate of inheritance therein, free and clear of all incumbrances save an unpaid balance of \$4000.00 on an \$5000.00 mortgage given to M. Shillerston and that they 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 become due and payable, and that they will up 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 2d. of the second part, the loss, if any, made payable to the part 3d. of the second part to the extent of its interest. And in the event that said part 1st. 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 3d. 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 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 June 1928, and by 1st. terms made payable to the part 2d. 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 party 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 covenant 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 if 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 the 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 3d. 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 thereon; 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 3d. making such sale, on demand to the first part 1st.
It is agreed by the parties hereto that the terms and conditions 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 hereunto set their hand and seal the day and year last above written.
Jennie E. Junkins (SEAL)
William Frowe (SEAL)
Mildred Junkins Frowe (SEAL)
R. M. Junkins (SEAL)
C. M. Junkins (SEAL)
Nancy Junkins Hess (SEAL)
E. R. Hess (SEAL)

STATE OF Kansas ss.
County of Douglas

BE IT REMEMBERED, That on this 13th day of June A. D. 1928, before me, a Notary Public in the aforesaid County and State, came Jennie E. Junkins, a widow, Robert M. Junkins & C. M. Junkins his wife, Nancy Junkins Hess & E. R. Hess her husband, who 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.
L. S. 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 16th day of October 1929.
The Merchants Loan & Savings Bank
By A. F. McClanahan, Officer. Mortgagee. Owner.

This Release was written on the original Mortgage and entered this 21st day of Oct. 1929.
A. F. McClanahan
Reg. of Deeds.
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Duffy