MORTGAGE RECORD 74

Reg. No. 3549
Fee Paid, $62.50

FROM

J.L. Burkholder et al

TO

Merchants L. & Sav. Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of July A.D. 19 28 at 1:05 P. M.

Isa E. Wellman

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this __first__ day of __June__, in the year of our Lord, one thousand nine hundred and __twenty-eight__ between __J.L. Burkholder and Rebecca M. Burkholder his wife of ---- in the county of and State of New Mexico__ and __R.K. Moody and Susanna C. Moody his wife__ of __Lawrence__ in the County of __Douglas__ and State of __Kansas__ part __ies__ of the first part, and __The Merchants Loan and Savings Bank, Lawrence, Kansas__ part __y__ of the second part.

WITNESSETH, That the said part __ies__ of the first part, in consideration of the sum of __Twenty five Thousand and no/100 ($25,000.00)__ DOLLARS, to __them__ duly paid, the receipt of which is hereby acknowledged, ha __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:

Lots numbered two hundred thirteen (213) and two hundred fifteen (215) on Tennessee

Street in the city of Lawrence, Kansas.

: : : : : : : : :

State of New Mexico I
County of Bernalillo ISS

Be it remembered, That on this 8th day of June A.D. 1928 before me a Notary Public in the aforesaid County and State came J.L. Burkholder and Rebecca M. Burkholder 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.

Edmund Ross
Notary Public

LS

My Commission Expires on the 13th day : : : : : : : : of March 1929.

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

And the said part __ies__ of the first part do ____ hereby covenant and agree that at the delivery hereof __they are__ the lawful owner __s__ 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 part __ies__ 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 __y__ of the second part, the loss, if any, made payable to the part __y__ of the second part to the extent of __its__ interest. And in the event that said part __ies__ 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 __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 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 thousand and no/100__ DOLLARS, according to the terms of __two__ certain written obligation ___ for the payment of said sum of money, executed on the __first__ day of __June__ 19 28 and by __their__ 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 or sums of money advanced by the said part __y__ of the second part to pay for any insurance or to discharge any taxes on said premises as herein provided, in the event that said part __ies__ 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 paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on and 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 __y__ 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 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 overplus, if any there be, shall be paid by the part __y__ making such sale, on demand, to the first part __ies__

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 part __ies__ of the first part ha __ve__ hereunto set __their__ hand and seal __s__ the day and year last above written.

J.L. Burkholder (SEAL)

Rebecca M. Burkholder (SEAL)

R.K. Moody (SEAL)

Susanna C. Moody (SEAL)

STATE OF __Kansas__ } ss.
COUNTY OF __Douglas__

BE IT REMEMBERED, That on this 2nd day of June A.D. 19 28, before me, a Notary Public in the aforesaid County and State, came R.K. Moody and Susanna C. Moody his wife to me personally known to be the same person __s__ 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 19 29

LS

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 21st day of December, 1926.

The Merchants Loan & Savings Bank, Lawrence, Kansas
Mortgagee. Owner.

F.S. Whipple Cashier