

## MORTGAGE RECORD 74

Reg. No. 3669  
Fee Paid, \$ 6.25

395

FROM  
Jennie Davis and husband  
TO  
T. H. Chandler

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 27 day of August A. D. 1928, at 4:30 P. M.  
By Chas. E. Whelmen Register of Deeds.  
Deputy.

THIS INDENTURE, Made this twenty-fourth of August, in the year of our Lord, one thousand nine hundred and twenty-eight between Jennie Davis and B. P. Davis, her husband, of Lawrence in the County of Douglas and State of Kansas part 1st. of the first part, and T. H. Chandler part 2nd. of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of Twenty-five Hundred and no/100 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 part 2nd. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point Seventy-six (76) rods South and Thirty-eight (38) rods East of the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Six (6), Township Thirteen (13), Range Twenty (20); thence West Nineteen (19) rods; thence North Fourteen and 18/33 (14-18/33) rods thence East Nineteen (19) rods; thence South Fourteen and 12/33 (14-12/33) rods to the place of beginning.

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 except one mortgage for \$2500.00, dated August 24, 1922, payable to The Merchants Loan and Savings Bank, 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 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 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 2nd. of the second part, the loss, if any, made payable to the part 2nd. of the second part to the extent of his 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 2nd. 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 to be a mortgage to secure the payment of the sum of Twenty-five Hundred and no/100 DOLLARS, 1928.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 24th day of August 1928, and by its terms made payable to the part 2nd. 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 2nd. 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 covenantee 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 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 part 2nd. 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 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 2nd. of the second part, on demand, to the part 1st. of the first part.

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 1st. of the first part hereunto set their hands and seal on the day and year last above written.

Mrs. Jennie Davis (SEAL)

B. P. Davis (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }  
COUNTY OF Jefferson }

BE IT REMEMBERED, That on this 24th day of August, A. D. 1928, before me, a Notary Public in the aforesaid County and State, came

Jennie Davis and B. P. Davis, her husband

to me 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 25th day of July 1931.

C. N. Jacquemin 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 September 1931.

Under will of T. H. Chandler, dec'd  
Executive and sole beneficiary

Chas. E. Whelmen Register of Deeds  
Mortgage. Owner.

FILED  
1928  
AUG 27  
DOUGLAS COUNTY  
KANSAS  
Chas. E. Whelmen  
Register of Deeds  
Under Seal