

MORTGAGE RECORD 74

Reg. No. 3668
Fee Paid, \$ 6.25

FROM

Jennie Davis and husband
TO

Merchants Loan and Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of
August A. D. 1928, at 4:25 P. M.

By

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. F. Davis, her husband,of Lawrence in the County of Douglas and State of Kansas,
part 1st of the first part, and The Merchants Loan & Savings Bank,
Lawrence Kansas, 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 (\$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 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 18/33 (14-18/33) 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 owner of the premises above granted, and
seized 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 therein.

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 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
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 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 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 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 saidpart 1st of the first part shall fail to pay the same as provided in this indenture 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 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 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 2nd of the second part, making such sale, 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 move to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.IN WITNESS WHEREOF, The part 1st of the first part have hereunto set their hand and seal on the day and year last
above written.

Mrs. Jennie Davis (SEAL)

B. F. Davis (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
COUNTY OF JeffersonBE IT REMEMBERED, That on this 24th day of August, A. D. 1928, before me, a
Notary Public in the aforesaid County and State, cameJennie Davis and B. F. Davis 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. 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 authorizing the Register of
Deeds to enter the discharge of this mortgage of record. Dated this 18th day of September, 1931.

Corp Seal

By Merchants Loan & Savings Bank
By C. N. Jacquemin
Mortgage. Owner.This Release
is written
in original
mortgage
entered
this 18th day
of Sept
1931
C. N. Jacquemin
Reg. of Deeds.
Miss Davis
Deputy