

FROM

Carrie Cox Moore et ux
TO

Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of
Sept. A. D. 1928, at 3:40 P. M.

Isabel Wellman

Register of Deeds.

By Deputy,

THIS INDENTURE, Made this first day of September, in the year of our Lord, one thousand nine hundred and twenty-eight between

Carrie Cox Moore and Charles T. Moore, her husband,

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and The Merchants Loan & Savings Bank, Lawrence, Kansas party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand and no/100 (\$5000.00) 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:

Beginning at the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Three (3), Township Thirteen (13), Range Twenty (20); thence South to the North line of right-of-way of Atchison, Topeka, & Santa Fe Railway Company; thence East along North line of said right-of-way Seven Hundred Thirteen and seven-tenths (713-7/10 feet); thence across said quarter section in a northerly direction to a point on the North line of said quarter section, which is Seven Hundred Seventy-five and eleven one-hundredths (775-11/100) feet East of the Northwest corner of said quarter section; thence West on said line Seven Hundred Seventy-five and eleven one-hundredths (775-11/100) feet to place of beginning, containing Forty - Two and Twenty-two one-hundredths (42-22/100) acres, more or less.

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

And the said parties 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 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 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 provided and directed by the part 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 Five Thousand 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 September 1928, and by its terms made payable to the parties 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 parties 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 parties 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 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 and 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 parties of the second part 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 surplus, if any there be, shall be paid by the parties of the second part, 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 thereon 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 ha-ve hereunto set their hands and seals the day and year last above written.

Carrie Cox Moore

(SEAL)

Charles T. Moore

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY of Douglas

BE IT REMEMBERED, That on this 12th day of September A. D. 1928, before me, a Notary Public in the aforesaid County and State, came Carrie Cox Moore and Charles T. Moore, her husband

L.S.

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.

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 15th day of July, 1936

Confidential

The Merchants Loan & Savings Bank, Lawrence, Kansas
By R. Whipple Carlin

Mortgage. Owner.

THIS RELEASE
is written
on the original
mortgage
and is
dated
the 17th day
of July, 1936

Harold A. Smith
Reg. of Deeds
L. S. Carlin