

Reg. No. 375
Fee Paid, \$ 3.75

FROM

Earl M. Hobbs et al.

TC

Merchants L. & Sav. Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of Sept. A. D. 19 28 at 8:55 A. M.

Sept.

Gen E. Woll

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 Earl M. Hobbs and Myra E. Hobbs his wife

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen hundred and no/100 (\$1500.00) 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:

Lot number one hundred thirty one (131) on Connecticut street in the city of Lawrence
and lot number one (1) in Addition One (1) in that part of the city of Lawrence known
as North Lawrence.

with the appurtenances and all the estate, title and interest of the said part ¹⁰⁸ 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 B 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 thereto.

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

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 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
Fifteen 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 September 1928 and by its 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 with interest thereon as herein provided, in the event that said sum of one of the first part shall fail to pay the same as provided in this indenture

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 and 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 conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in and written obligation, for the security of which this indenture is given, shall immediately become due and payable.

and income and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party 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 from the said premises and to sell and convey the premises and all the improvements thereof, 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 incurred thereto, and the surplus, if any there be, shall be paid to the party Y, making such sale, on demand, to the first party AB.

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 to and inure to the benefit of and for the use and behoof of the said parties, assignors, assigns, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part ies. of the first part have hereunto set their hand and seal 8 the day and year last above written.

Earl M. Hobbs (SEAL)

Myra El Hobbs (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 20th day of September A. D. 1928, before me, a
Notary Public in the aforesaid County and State, came

Earl M. Hobbs and Myra B. Hobbs his wife

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

LS above written.
My commission expires on the 20th day of April 1929

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 1st day of Sept 1931 Wm. L. Lewis, Clerk

Corp. Seal

day of Oct 1931
Merchant Grant Savings Bank
By C. C. W. Little Cashier
Mortgagee

[illegible]

ATTEST:

This Petition
was written
on the original
Marriage
Certificate
dated _____ day
of _____
19____
Elin Edman
Reg. of Deeds
Elin Edman
Deputy