

MORTGAGE RECORD 74

Reg. No. 54
Fee Paid, \$ 1.25

FROM
Willard Bront
TO
Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ..
This instrument was filed for record on the 27 day of
February A. D. 1929, at 9:55 A. M.
Clare E. Connelley
By _____ Register of Deeds.
Deputy.

THIS INDENTURE, Made this twenty-six day of February, in the year of our Lord, one thousand nine hundred and twenty-nine, between
Willard Bront, a widower,

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

WITNESSETH, That the said part Y of the first part, in consideration of the sum of
Five Hundred and no/100 (\$500.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do sell, 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:

Part of the Northwest Fractional Quarter of Section Thirty-two (32), Township Twelve (12) South of Range Twenty (20), East of the 6th P. M., Kansas, described as beginning. Eleven and 43/100 (11.43) Chains West of the Southeast corner of Lot Number Three (3) in said Northwest Quarter (4), thence North Sixteen and 94/100 (16.94) Chains, West Seven and 17/100 (7.17) Chains, South Sixteen and 24/100 (16.24) Chains, South Seventy-six (76) Degrees East Two and 51/100 (2.51) Chains, thence East Four and 65/100 (4.65) Chains to beginning, containing Twelve (12) acres, more or less.

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

And the said part Y of the first part do sell, hereby covenant and agree that at the delivery hereof, he is the lawful owner of the premises above granted, and

is of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

except one mortgage of record for \$500.00 payable to The Merchants Loan & Savings Bank,

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 Y 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 he 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 of the second part, the loss, if any, made payable to the part Y of the second part to the extent of 15% interest. And in the event that said part Y 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 said fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Five Hundred and no/100 (\$500.00) DOLLARS, according to the terms of One certain written obligation for the payment of said sum of money, executed on the 26th day of February 1929.

and by 15% 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 part Y of the first part shall fail to pay the same as provided in this indenture.

And the 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 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 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 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 party making such sale, on demand, to the first part Y.

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 Y of the first part has hereunto set his hand and seal, the day and year last above written.

Willard Bront (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 26th day of February A. D. 1929, before me, a Notary Public in the aforesaid County and State, came

Willard Bront, a widower

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

Seal 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 27th day of January 1931

F. C. Whipple 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 day of 19

Mortgage Owner.

For Release - See Book 10 - Page 603
For Release - See Book 10 - Page 603

This was on the 26th day of February 1929.