

## MORTGAGE RECORD 74

Reg. No. 105  
Fee Paid. \$ 6.25

521

FROM

W. S. Uttinger & wife and Albert Shepard and  
wife TO

The Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20th day of March A. D. 1929, at 4:10 A. M.

Elia E. Armstrong

Register of Deeds.  
Deputy.

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

W. S. Uttinger and Frederick Uttinger, his wife, and Albert Shepard and Amanda Shepard, his wife,

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

parties of the first part, and The Merchants Loan & Savings Bank  
Lawrence, Kansas

Lawrence, Kansas party of the second part.  
WITNESSETH, That the said part-ies 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 for sold, and by this indenture do grant, Bargain, Sell and Mortgage to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North Seventeen (17) acres of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eighteen (18), Township Twelve (12) Range Twenty (20) in Douglas County, Kansas.

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 2 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.

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 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 party of the second part, the loss, if any, made payable to the party X        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

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-five Hundred and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of March 19 29 DOLLARS

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

\_\_\_\_\_ of the first part shall fail to pay the sum 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 of them, or if any of the said covenants and real covenants be not paid when the same become due and payable, or if the insurance is not kept in force, or if any obligation created thereby, or interest thereon, or if the said sum in 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 said written obligation, for the security of which this indenture is given, shall immediately become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part, \_\_\_\_\_, of the second part, \_\_\_\_\_, to take possession of the said premises and all the improvements therein in the manner provided by law and to have a receiver appointed to collect the rents and hereinafter herein provided; and to sell the premises hereby granted, or any part thereof, in the manner provided by law \_\_\_\_\_ out of the 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 said party making such sale, on \_\_\_\_\_

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 ies of the first part ha ve hereunto set their hand<sup>s</sup> and seal<sup>s</sup> s the day and year last above written.

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

W. S. Uttinger (SEAL)

Frederick Uttinger (SEAL)

Albert Shepard (SEAL)

Amanda Shepard (SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 19th day of March A. D. 1929, before me, a  
Notary Public in the aforesaid County and State, came W. S. Uttinger and Frederick

Uttinger his wife, and Albert Shepard and Amanda Shepard, his wife  
to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution

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. McClenahan 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 2nd day of September, 1933.

Corp. Seal

of September 1933  
The Merchants Loan & Savings Bank, St. Louis, Mo.  
By J. C. Whipple Cashier  
 Mortgagee. Owner.

This Release  
was written  
on the original  
mortgage:  
entered  
this 2<sup>nd</sup> day  
of April  
1973  
Walter E. Brown  
Rep. of District  
Quincy W. Tamm  
Deputy