

MORTGAGE RECORD 74

Reg. No. 210
Fee Paid, \$ 20.00

557

FROM

George W. Husted & wife
TO

The Merchants Loan & Savings Bank, Lawrence, Kan.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of May A. D. 1929, at 1:55 P. M.

Clara E. Conner

Register of Deeds.
Deputy.

THIS INDENTURE, Made this first day of May, in the year of our Lord, one thousand nine hundred and twenty-nine, between George W. Husted and Susan Belle Husted, his wife

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

WITNESSETH, That the said part-ies of the first part, in consideration of the sum of Eight Thousand and no/100 (\$8000.00) 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-ies of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The East Forty (40) Acres of the South Fifty (50) Acres of the East Half of Northwest Quarter of Section Twenty-four (24), Township Twelve (12), Range Nineteen (19), and the North Thirty (30) Acres of the Northwest Quarter of the Northwest Quarter of Section Twenty-four (24), Township (12), Range Nineteen (19); also Beginning at the Northwest corner of Lot One (1) in the Northeast Fractional Quarter of Section Twenty-four (24), Township Twelve (12), Range Nineteen (19), thence South on West line of said Lot One Eighty (80) rods, thence East on South line of said Lot One 27.70 Chains to West line of land conveyed to Wm. Gilson by deed recorded in Book 17, Page 68, of Deeds in said County records, thence North along said Gilson's West line to the Southeasterly bank of the Kansas River, thence northwesterly following the meandering of said stream to the North line of said Quarter Section, thence West along said North line of said Quarter Section to place of beginning, less right of way of Kansas City and Topeka and Western Railway and Pacific Mutual Telegraph Company, Also, commencing at the southeast corner of the Northwest Quarter of Section Twenty-four (24), Township Twelve (12), Range Nineteen (19), Thence running North Ten Chains and Fifty Links to the Bank of the Kansas River, to the same more or less; thence North 32 degrees West 23 chains and 20 links to a stake, Thence South parallel with the East line of said Quarter Section 30 chains and 32 links to the South line of said Quarter Section, Thence East 12 Chains and 30 Links to the place of beginning, except 9.22 Acres heretofore deeded by William T. Sinclair to A. R. Maxwell described in said deed as follows to-wit: Commencing 395 feet West and 14 feet North of the Southeast corner of Lot three (3) in said Section Twenty-four (24), Thence West 416.8 feet, thence North 1301 feet, thence East 208.4 feet, Thence South 671 feet, thence East 208.4 feet, Thence South 630 feet to the place of beginning, containing in all One Hundred Forty (140) Acres more or less, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part-ies 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 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 therein.

It is agreed between the parties hereto that the part-ies 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-ies of the second part, the loss, if any, made payable to the part-ies of the second part to the extent of its interest. And in the event that said part-ies 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-ies 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 Eight Thousand and no/100 DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the first day of May 1929 and by the part-ies 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-ies 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-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 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 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-ies 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 part-ies of the second part, on demand, to the first part-ies.

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 have hereunto set their hand and seal on the day and year last above written.

George W. Husted (SEAL)

Susan Belle Husted (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
County of Douglas } ss.

BE IT REMEMBERED, That on this 11th day of May A. D. 1929, before me, a Notary Public in the aforesaid County and State, came

George W. Husted and Susan Belle Husted, his wife
Legal Seal to me personally known to be the same person-ies 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 1933

A. F. McClernahan 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 22nd day of May 1934

Witness
F. C. W. Rippel

James W. Cohen Mortgage. Owner.

This Release was written on the original of this instrument entered May 22nd day of 1934
Clara E. Conner
Register of Deeds,
Douglas County, Kansas

For Conveyance of the Bank 77 Page 20