

## MORTGAGE RECORD 74

595

Reg. No. 332  
Fee Paid, \$ 5.25

FROM

John S. Akers and Margaret D. Akers, his wife  
TO

Peoples State Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of  
August A. D. 1929, at 4:40 P. M.

E. J. Sweeney

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this sixteenth day of August, in the year of our Lord, one thousand nine hundred and twenty nine between  
John S. Akers and Margaret D. Akers, his wife

of Lawrence in the County of Douglas and State of Kansas

parties of the first part, and

Peoples State Bank, Lawrence, Kansas

parties of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Twenty one hundred (\$2,100.00)

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 parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Numbered Six (5) in Block Numbered One (1) in Haskell Place, an addition to the City of Lawrence.

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

that-so-ever  
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 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 parties 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

Twenty one hundred (\$2,100.00)

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according to the terms of one certain written obligation for the payment of said sum of money, executed on the 16th day of August 1929 and by the 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

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Legal Seal

John S. Akers and Margaret D. Akers, his wife

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 22nd day of March 1930

T. J. Sweeney Jr.

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 31 day of January 1930.

Owens

Peoples State Bank, Lawrence, Kansas

T. J. Sweeney Jr. Vice President

Mortgagee. Owner.

This Release  
was written  
on the original  
Mortgage  
entered  
this 16th day  
of August  
1929  
E. J. Sweeney  
Reg. of Deeds.