

MORTGAGE RECORD 74

Reg. No. 411
Fee Paid, \$ 5.25

FROM

Mabel Green & Harry M. Green her husband
TO
The Merchants National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ..

This instrument was filed for record on the 30 day of
Sept. A. D. 1929 at 2:30 P. M.
E. C. Connelley
Register of Deeds.
Deputy.

THIS INDENTURE, Made this twenty-eighth day of September, 1929, in the year of our Lord, one thousand nine hundred and twenty-nine between Mabel Green and Harry M. Green her husband

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

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
Thirty-seven Hundred Fifty and no/100 (\$3750.00) 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 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: An undivided one-third interest in: Beginning at a point 110 rods West of the Northeast corner of Section 14, Township 13, Range 18; thence West on said section line 50 rods to Northwest corner of the Northeast Quarter of said section; thence South 22 rods; thence East 24 rods; thence Northeasterly on a circle or curve to beginning so as to make 5-1/3 acres. Commencing at the Southeast corner of the Southwest Quarter Section 11 Township 13 Range 18; North 69-1/5 rods to center of Wakarusa Creek; thence down center of said Creek to beginning, 11 1/2 acres. Commencing at Southwest corner of Southeast Quarter Section 11 Township 13 Range 18; thence North on the West line of said Quarter section 20 chains; thence North on said West line to point where said West line intersects the middle of the channel of Wakarusa Creek; thence Northeasterly down the middle of the channel of said Creek to the point on said Creek known as the Kinsey Ford; thence Southwesterly down the middle of the channel of said creek to a point 17 chains South of North line said Quarter section; thence East to a point 18.75 chains East of West line said Quarter section; thence South to South line said Quarter section; thence West 18.75 chains to beginning, also the Right of Way across said Ford; thence Easterly along the North bank of said Creek to the North line of the tract herein conveyed. The Northeast fractional Quarter, Section 4, Township 14, Range 18, containing 157.80 acres. The Southeast Quarter of Section 33 Township 13 Range 18 except the following described tract, to-wit: Beginning at point on West line of Southeast Quarter of said Section 33, 32 rods South of Northwest corner thereof; thence Southeasterly up middle of Rock Creek about 20 rods to a point about 12 rods East of West line of said Quarter section; thence Southwesterly up middle of said Creek to West line of said Quarter section; thence North along the said West line to beginning. Commencing 80 rods North of the Southeast corner of the Southwest Quarter Section 33 Township 13 Range 18; thence West to the Channel of Rock Creek; thence down the Channel of said Creek to the East line of said Quarter section; thence South to beginning, containing 5 acres more or less. Commencing 40 rods North of Southeast corner on East line of Southwest Quarter Section 33 Township 13 Range 18; thence West to center of Rock Creek Channel; thence down said Creek following the meanderline thereof until it strikes land owned to Charles Wright recorded in Book A, Page 453, at a point 20 rods South of North line of said Quarter section; thence East to the East line of said Quarter section; thence South 40 rods to beginning, containing 17 acres, more or less in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.
And the said part 1st 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 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 and by such insurance company as shall be specified and directed by the party 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of its interest. And in the event that said part 1st of the first part shall fail to pay such taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, then the part 2nd 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 paid.
THIS GRANT is intended as a mortgage to secure the payment of the sum of
Thirty-seven Hundred Fifty and no/100 (\$3750.00) DOLLARS, according to the terms of one certain written obligation, for the payment of said sum of money, executed on the 28th day of September 1929, and by its terms made payable to the part 2nd 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 2nd of the second part to the said part 1st of the first part.
part 1st of the first part shall fail to pay the same as provided in the indenture, then the part 2nd of the second part may make 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 2nd 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 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 2nd of the second part, making such sale, on demand, to the part 1st of the first part.
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 shall be, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.
IN WITNESS WHEREOF, The part 1st of the first part has hereunto set their hand and seal, the day and year last above written.

Mabel O. Green (SEAL)
Harry M. Green (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.
BE IT REMEMBERED, That on this 28th day of September, A. D. 1929, before me, a Notary Public in the aforesaid County and State, came Mabel Green and Harry M. Green her husband Legal Seal to me personally known to be the same person as 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 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 28th day of January, 1931.
E. C. Connelley
Register of Deeds.
Mortgagee. Owner.

The following is recorded on the original instrument
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 28th day of January, 1931.
E. C. Connelley
Register of Deeds.
Mortgagee. Owner.

This Release
was written
in the original
instrument
related
to the
1st of
1931
E. C. Connelley
Reg. of Deeds