

## MORTGAGE RECORD 75

The privilege is granted to the borrower to make payment and settlement of the debt secured by this mortgage, before maturity of the stock herein mentioned, upon first giving thirty days' notice in writing and on condition that in such a case interest shall be charged and paid until the date of expiration of said notice, as provided by the Ex-Lowe.

Witness our hands this 17th day of December 1927.

Harold R. Dunn  
Iona Vaughn Dunn

State of Kansas     Y  
Douglas County     YSS

Be it remembered, That on this 14th day of Feb A.D. 1928 personally appeared before the undersigned a Notary Public in and for said County Douglas, Harold R. Dunn and Ione Vaughn Dunn who are personally known to me to be the identical person whose names are subscribed to the foregoing deed as Grantors and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

Witness my hand and notarial seal the day and year last above written.

LS

My commission expires Feb 12th, 1930.

R.B.Stevens  
Notary Public

From Mary M. Whiting  
To Simon Owens et al

RELEASE.

State of Kansas Douglas Co. ss  
Filed for record Feb 20, 1925  
At 2:15 P.m.

Isa E Wellman  
Register of Deeds

Know All Men By These Presents, That in consideration of full payment of the debt secured by a mortgage by Simon Owens and wife dated the 27th day of January A.D. 1923 which is recorded in Book 61 of Mortgages page 268 of the records of Douglas County, Kansas satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 18th day of February A.D. 1928.

Mary M. Whitine

State of Kansas I  
Douglas County ISS

Be it remembered, That on this 18th day of February A.D. 1928 before me F.C. Whipple a Notary Public in and for said County and State came Mary M. Whiting to me personally known to be the same person who executed the foregoing instrument of writing 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.

F.C. Whipple  
Notary Public

LS

My commission expires January 27, 1931.

From A. Douglas et al  
to Merchants Nat'l Bank

## MORTGAGE

State of Kansas Douglas Co. ss  
Filed for record Feb 21, 1928  
At 8:50 A.M.

Is E. Wellman  
Register of Deeds

This Indenture, Made this first day of February in the year of our Lord nineteen Hundred twenty eight between A. Douglas and Lulu Douglas his wife of Lawrence in the county of Douglas and state of Kansas of the first part and The Merchants National Bank, a banking corporation of Lawrence Kansas, of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of One Dollar (\$1) and the further covenants, agreements and advancements hereinafter specified to them duly paid, the receipt of which is hereby acknowledged have sold and by these presents do grant bargain, sell and mortgage to the said party of the second part, its successors and assigns forever, all that tract or parcel of land situated in the county of Douglas and State of Kansas, described as follows, to-wit:

Lots numbered One (1) and Two (2) in Block Fourteen (14) in Babcock's Enlarged Addition to the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title, and interest of the parties of the first part therein. And the said A. Douglas and Lulu Douglas his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid.

It being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest, and this conveyance shall be void if such payments be made as herein specified. But if default be made, in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance, is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises, hereby granted, or any part thereof, in the manner prescribed by law and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the overplus if any, shall be paid