

## MORTGAGE RECORD 75

Page No. 3386  
File No. #750

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From Harry M. Stucker & Wife  
To Watkins National Bank

## Mortgage

State of Kansas, Douglas County, SS  
Filed for record April 13, 1928,  
at 10:55 o'clock A.M.

Reg. No. 3778  
Fee Paid 7.50

Isa E. Wellman  
Register of Deeds.

This indenture made this 18th day of February A.D.1928 between Harry M. Stucker and Dorothy T. Stucker, his wife, of Douglas County, Kansas, parties of the first part, and the Watkins National Bank, a banking corporation organized under the laws of the U.S. of America and having its principal place of business at Lawrence, Douglas County, Kansas, party of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of \$6,000.00 to them in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, sell, and convey to the said party of the second part, its successors and assigns, the following described real-estate to-wit:

Lots numbered 5 and 6 in Block numbered one, West Hills, said West Hills being a platted residence district adjoining the City of Lawrence in said County and State, except the North 15 feet of Lot 5 described herein,

to have and to hold the same with the appurtenances thereunto belonging or in any wise appertaining, including any right of homestead and every contingent right of Estate therein, unto said party of the second part, his successors and assigns, forever and the said parties of the first part hereby covenant that at the delivery hereof they are lawfully seized of said premises- and have good right to convey the said premises, that the said premises are free and clear of all incumbrances whatsoever and they will warrant and defend the same against the legal claims and demands of all persons whomsoever, provided however that the said parties of the first part shall pay or cause to be paid to the said party of the second part the following described promissory notes to-wit:

| Date            | Amount    | Due Date     |
|-----------------|-----------|--------------|
| Feb. 18th. 1928 | \$6000.00 | Aug. 18-1928 |

or any renewal or extensions of said notes and also any other notes for all other future indebtedness which the parties of the first part or either of them may contract to pay to the party of the second part for future loans, overdrafts, advances or acceptances made during the existence of this mortgage and any renewal or renewals of note or notes for said present or future indebtedness, the final maturity hereof and of any note hereunder to be not later than February 18th, 1931, all of said notes to be payable at the Watkins National Bank of Lawrence or at such place as the then legal owner and holder thereof may direct.

And the parties of the first part further covenant and agree that they will make timely payment on all principal and interest to become due on the aforesaid notes or on any notes given in evidence or renewal thereof or to secure future indebtedness and that they will pay all taxes that may become due against said real-estate or any part thereof and that they will keep the improvements on said real-estate insured in good and responsible insurance companies satisfactory to the party of the second part in amounts sufficient to cover the total advances under this mortgage with clauses attached thereto showing loss if any payable to the parties to this mortgage as their interest may appear, but in the event of their failure or refusal to make either of the payments of principal or interest or taxes or to keep said property insured, the party of the second part may at its option and without notice declare hereunder and declare the entire sum secured by this mortgage immediately due and payable and proceed to foreclose this mortgage in the manner provided by law in which event the amount due and owing shall bear interest thereto at the rate of 10 per cent per annum or the party of the second part may at its option pay said taxes or effect said insurance in which event the sum so paid by it shall be added to the principal sum due hereunder which shall bear interest from the date of this payment by the party of the second part until the same shall be repaid at the rate of 10 per cent per annum.

And the said party of the first part further covenant and agree that in case of default on their part in any of the covenants or conditions to be performed by them hereunder or in the event of commission of waste then or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice declare the entire debt hereby secured immediately due and payable and thereupon the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises by Receiver or otherwise and the subsequent rents or profits of said premises which are hereby pledged to the legal holder hereof as additional and further security for the payment of the monies mentioned hereunder, and said party of the second part, its successors or assigns, may proceed to foreclose this mortgage and in case of foreclosure the judgment rendered shall provide that the whole of said premises be sold together and not in parcels or otherwise at the option of the party of the second part, its successors or assigns.

In Witness Whereof, the parties of the first part have hereunto signed their names this the day and year first above written.

H.M. Stucker  
Dorothy T. Stucker

State of Kansas I  
Douglas County, ISS

Be it remembered, that on this 13th day of April A.D., 1928, before me, the undersigned, a Notary Public in and for the County and state aforesaid, personally appeared Harry M. Stucker and Dorothy T. Stucker, his wife, to me known to be the persons named in the foregoing instrument of writing and who to me acknowledged the execution thereof to be their free and voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my notarial seal on the day and year last above written

LS  
My commission expires Sept. 9, 1928

John H. Tucker  
Notary Public

[illegible]