

MORTGAGE RECORD 75

411

SANITIZING STATIONERY CO. KANSAS CITY, MO. 64104

From Merchants Nat'l Bank
To E.W. Robinson

RELEASE.

State of Kansas Douglas Co. ss
Filed for record Jan 17, 1929
At 3:20 P.M.

Emil B. Rountree
Register of Deeds

Know All Men by These Presents, That in consideration of full payment of the debt secured by a mortgage by E.W. Robinson and wife dated the ninth day of June A.D. 1925 which is recorded in Book 67 of Mortgages page 190 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 17th day of January A.D. 1929.

corp seal

The Merchants National Bank
By: F.C. Whipple
Cashier

State of Kansas I
Douglas County ss

Be it remembered, That on this 17th day of January A.D. 1929 before me Jane Sheets a Notary Public in and for said County and State came F.C. Whipple Cashier of The Merchants National Bank 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.

LS
My commission expires September 10, 1931.

Jane Sheets
Notary Public

From E.W. Robinson et al.
To John F. Metsker

MORTGAGE.

State of Kansas Douglas Co. ss
Filed for record Jan 17, 1929
At 2:00 P.M.

Emil B. Rountree
Register of Deeds

This Indenture, Made this ninth day of December A.D. 1928 between E.W. Robinson and Blanche Robinson his wife, of Douglas County, Kansas, parties of the first part and John F. Metsker party of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Three Thousand Eight Hundred and no/100 (\$3,800.00) Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and mortgage unto the said party of the second part the following described real estate, situated in Douglas County, Kansas, to-wit:

The east half (E $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of section numbered twenty five (25) and the east half (E $\frac{1}{2}$) of the northwest quarter (NW $\frac{1}{4}$) of said southwest quarter (SW $\frac{1}{4}$) of section numbered twenty five (25) and the east twelve (12) acres of the southwest quarter (SW $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of section numbered twenty five (25); and the southeast quarter (SE $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of section numbered twenty five (25) all in township numbered thirteen (13) Range numbered eighteen (18) in Douglas County, Kansas

with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, 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 same; that said premises are free and clear of all incumbrances except two certain mortgages made by parties of the first part to The Farm Mortgage Investment Company one to secure the sum of \$4,000.00 recorded in Book 65 page 481 and the second to secure the sum of \$800.00, recorded in Book 65 page 397 and that they will warrant and defend the said premises against the lawful claims and demands of all persons whomsoever, except the above mentioned mortgage.

Provided However, That if the said parties of the first part shall pay or cause to be paid to the said party of the second part, their certain promissory note, bearing even date herewith payable to the party of the second part or his order, for the sum of Three Thousand Eight Hundred and no/100 (\$3,800.00) Dollars bearing interest from date at the rate of seven (7%) per cent per annum, according to its terms, then this mortgage shall be null and void, otherwise in full force and effect.

And the said parties of the first part further covenant and agree that they will make timely payment of all principal and interest to become due and payable on the aforesaid mortgages to The Farm Mortgage Investment Company, hereinbefore referred to, and that they will fully comply with and carry out all covenants to be performed by them thereunder, and in the event of their failure or refusal so to do, then the party of the second part hereunder may make such payments either of principal or interest, or of taxes or effect insurance, at his option, and any sums so paid by him shall be added to and become a part of the indebtedness secured by this mortgage, or the party of the second part hereunder may, at his option, pay such sums on said mortgages to said The Farm Mortgage Investment Company and declare the entire sum so paid and the entire sum secured by this mortgage immediately due and payable, without notice, and proceed to foreclose this mortgage in the manner provided by law.

And the said parties of the first part hereby covenant and agree to pay the several sums of money and interest thereon secured by this mortgage, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs incurred and paid by the said party of the second part in maintaining the priority of this mortgage subject to the mortgages above mentioned that said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding lien or title on the premises hereby mortgaged, and any sum so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent per annum in any suit to foreclose this mortgage.

And the said parties of the first part hereby further covenant and agree to pay all taxes, general or special, which may be assessed upon said land, premises or property, also to obtain from the commission of waste on said premises and to keep the buildings in good repair and insured as provided in the mortgages to said The Farm Mortgage Investment Company, or if said mortgages be released of record, then to such amount in insurance companies acceptable to said party of the second part and to deliver and assign to him all policies of insurance on said buildings; and in case of their failure so to do, the party of the second part may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefor, with interest thereon from the date of payment at the rate of ten per cent per annum, shall be collectible with and as a part of an in the same manner as the principal sum hereby secured.

Reg. No. 6

Date 1929

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