

## MORTGAGE RECORD 75

that the total amount of interest collected shall be and not exceed, the legal rate of ten per cent per annum, but the party of the second part may pay any unpaid taxes charged against said property or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten per cent per annum in any suit for foreclosure of the mortgage; and it shall be lawful for the party of the second part his executors, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, Appraisal waived or not, at the option of the party of the second part, and out of the moneys arising from such sale to retain the amount then due, or to become due according to the conditions of this instrument, and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale to be taxes as other costs in the suit.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Janie M. Smith (Seal)  
W. L. Smith (Seal)

STATE OF KANSAS

SS.

COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 7th day of March A. D. 1929 appeared before me, a Notary Public in and for said County and State Janie M. Smith and W. L. Smith her husband to me personally known to be the same persons who executed the foregoing mortgage, and duly acknowledged the execution thereof.

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 January 13, 1932

John C. Emick Notary Public

Recorded March 8, 1929 A. D. at 8:10 A. M.

*John C. Emick* Register of Deeds

## MORTGAGE

THIS INDENTURE, Made this twenty-seventh day of February in the year of our Lord nineteen hundred twenty-nine between Burt C. Jewett and Eudora Jewett, 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, agreement 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:

The West One Hundred Forty-five (145) Acres of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Numbered Eleven (11), Township Thirteen (13), Range Nineteen.

with all the appurtenances, and all the estate, title, and interest of the parties of the first part therein.

And the said Burt C. Jewett and Eudora Jewett, 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 indefensible 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 have been 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 over plus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Burt C. Jewett (Seal)  
Eudora Jewett (Seal)

STATE OF KANSAS

SS.

DOUGLAS COUNTY

BE IT REMEMBERED, That on this 6th day of March A. D. 1929 before me the undersigned, a Notary Public, in and for said County and State, came Burt C. Jewett and Eudora Jewett, his wife, to me personally known to be the same persons 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.

My Commission Expires January 27, 1931

F. C. Whipple Notary Public

Recorded March 8, 1929 A. D. at 8:15 A. M.

*F. C. Whipple* Register of Deeds

Reg. No. 87  
Fee Paid 12.50

*See Release of Mortgage See Bk. III p. 446*