

MORTGAGE RECORD 76

Reg. No. 478
Fee Paid, \$ 7.50

MILLING & BURNHAM 42522

FROM

Charles R. Cox & wife

TO

The Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

Nov. A. D. 1929, at 1:50 o'clock P. M.

Lois E. Condit

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this first day of November, in the year of our Lord, one thousand nine hundred and twenty-nine between Charles R. Cox and Stella J. Cox, his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Merchants Loan & Savings Bank
Lawrence Kansas part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand and no/100 (\$3000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has ye sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning on the North line of Section Three (3), Township Thirteen (13), Range Twenty (20), at a point which is Seven Hundred Seventy-five and 11/100 (775.11) feet East of the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Three (3); thence South One Degree and Twenty-five Minutes (1°25') West One Hundred Fifty (150) rods to the North line of the right of way of the Atchison, Topeka and Santa Fe Railway Company; thence East along said Right of Way line Seven Hundred Three and 89/100 (703.89) feet; thence North One Degree and Twenty-five Minutes (1°25') East One Hundred Fifty (150) rods to the North line of said Section Three (3); thence West Seven Hundred Three and 89/100 (703.89) feet to the place of beginning, containing Forty (40) acres.

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 thereto.

It is agreed between the parties hereto that the part ies 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 become due and payable, and that they will up 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 part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part y 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 repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Three Thousand and no/100

DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of November 1929

and by its terms made payable to the part y 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 y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this indenture.

And the conveyance shall be void if such payment be made 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 y 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 and benefits accruing therefrom; and to sell the premises hereby created, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, and with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part ies.

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 more to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part has ye hereunto set their hand and seal s the day and year last above written.

Charles R. Cox

(SEAL)

Stella J. Cox

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 22nd day of November A. D. 1929 before me, a

Notary Public in the aforesaid County and State, came

Charles R. Cox and Stella J. Cox, his wife

to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution of the same.

Legal Seal

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 20th day of April 1933

A. F. McClannahan

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 August 1933

Comp Seal.

Lois E. Condit

The Merchants Loan & Savings Bank

Lois E. Condit Mortgage. Owner.