

# MORTGAGE RECORD 76

Reg. No. 555  
Fee Paid, \$5.50

FROM  
Lester G. McGee & wife  
TO  
Merchants Loan & Savings Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 17 day of Jan. A. D. 1930, at 2:05 p.m.  
By Edith C. McGee Register of Deeds.  
Deputy.

THIS INDENTURE, Made this first day of January, in the year of our Lord, one thousand nine hundred and thirty between  
Lester G. McGee and Edith C. McGee, 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 of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Twenty-two Hundred and no/100 (\$2200.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Commencing at a point on the West line of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Nineteen (19) Township Twelve (12) Range Twenty (20) Eighty-five (85) rods South of the Northwest corner of said quarter section, thence East Forty (40) rods, thence North Twenty (20) rods, thence West Forty (40) rods to said West line, thence South Twenty (20) rods, to the place of beginning; Also, beginning at a point Five (5) Rods South of the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Nineteen (19) Township Twelve (12) Range Twenty (20), thence East Eighty (80) rods, thence South Twenty (20) rods, thence West Eighty (80) rods, thence North Twenty (20) rods to place of beginning, containing ten (10) acres.

with the appurtenances and all the estate, title and interest of the said part of the first part therein.  
And the said part of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 therein.  
It is agreed between the parties hereto that the part 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 keep 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 of the second part, the loan, if any, made payable to the part of the second part to the extent of its interest. And in the event that said part 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 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  
Twenty-two Hundred 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 January, 1930, and by its terms made payable to the part 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 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 part of the first part shall fail to pay the same as provided in this indenture.

And the covenants 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 kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become 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 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 granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part of the second part, making such sale, on demand, to the first part.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affirmed my official seal on the day and year last above written.  
Lester G. McGee (SEAL)  
Edith C. McGee (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 17th day of January, A. D. 1930, before me, a Notary Public in the aforesaid County and State, came  
Lester G. McGee and Edith C. McGee, his wife

Legal Seal  
to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.  
IN WITNESS WHEREOF, I have hereunto subscribed my name, and affirmed my official seal on the day and year last above written.

My commission expires on the 20th day of April, 1933.  
A. F. McGinnahan  
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 10th day of March, 1943.

Chas. A. Wheeler Administrator of the estate of  
Emma L. Howell deceased Assignee of Mortgage. Owner.

In Assignment de Book 77 Page 54  
To, Edith C. McGee 3-17  
For Union see Book 83 page 241

This Release was written on the original Mortgage & entered this 11th day of March 1943  
H. A. Baker  
Reg. of Deeds.