

MORTGAGE RECORD 76

Reg. No. 577
Fee Paid, \$ 2.50

FROM
Elmer Myers & wife
TO
The Merchants Loan & Savings Bank
By
F. C. Whipple
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 Elmer Myers and Clara Myers, his wife of in the County of Lawrence, Kansas and State of Kansas part 1st. of the first part, and The Merchants Loan & Savings Bank Lawrence, Kansas part 2nd. of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of One Thousand and no/100 (\$1000.00) DOLLARS, to them fully paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West Twenty-seven (27) acres of the North Seventy-seven (77) acres of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9), and the West Forty-eight (48) acres of the South Eighty-three (83) acres of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9) all in Township Fourteen (14) Range Twenty (20).

STATE OF KANSAS,
COUNTY OF RYANDOTTE, SS.

BE IT REMEMBERED, That on this 29th day of January A. D. 1930 before me, a Notary Public in the aforesaid County and State, came Clara Myers to me personally known to be the same person who executed the foregoing instrument 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.

G. W. Fall
Notary Public

Legal Seal

My Commission Expires on the 8th day of August 1931.

with the appurtenances and all the estate, title and interest of the said part 1st. of the first part therein. And the said part 1st. of the first part 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 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 1st. 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 2nd. of the second part, the loss, if any, made payable to the part 2nd. of the second part to the extent of its interest. And in the event that said part 1st. 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 2nd. of the second part shall fail to pay such 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 One 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 January 1930 and by its terms made payable to the part 2nd. 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 2nd. 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 1st. of the first part shall fail to pay the same as provided in this indenture.

All this 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 mortgage 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 2nd. 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 2nd. of the second part, on demand, to the first part 1st.

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

IN WITNESS WHEREOF, The part 1st. of the first part has hereunto set their hand and seal on the 29th day of January 1930 above written.
Elmer Myers (SEAL)
Clara Myers (SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 28th day of January A. D. 1930 before me, a Notary Public in the aforesaid County and State, came Elmer Myers

Legal Seal to me personally known to be the same person who executed the foregoing instrument 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 on the 27th day of January 1931

F. C. Whipple
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 28 day of December 1930

(Copy Seal)

The First Savings Bank of Lawrence, Kansas
F. C. Whipple, Cashier
Mortgage. Owner.

This Release was written on the original Mortgage entered this 28th day of December 1930 at Lawrence, Kansas. F. C. Whipple, Cashier. Reg. of Deeds.