

## MORTGAGE RECORD 76

Reg. No. 586  
Fee Paid, \$ 1.00

FROM  
H. W. Alexander and wife  
TO  
The Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 5 day of  
Feb A. D. 1930, at 3:25 clock P.M.  
*Edw. C. Armstrong*  
By \_\_\_\_\_ Register of Deeds.  
Deputy.

THIS INDENTURE, Made this first day of February, in the year of our Lord, one thousand nine hundred and thirty between  
H. W. Alexander and Lena E. Alexander, 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  
Four Hundred and no/100 (\$400.00) 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 Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Number Sixteen (16) on Kentucky Street, in the City of Lawrence, Kansas.

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 as the delivery hereof they are the lawful owner of the premises above granted, and 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 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 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 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  
Four 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 February 1930.

And the said part Y of the second part do hereby covenant and agree 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 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 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 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.

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

IN WITNESS WHEREOF, The part 1st. of the first part have hereunto set their hands and seal on the day and year last above written.

H. W. Alexander (SEAL)

Lena E. Alexander (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 5th day of February A. D. 1930, before me, a

Notary Public in the aforesaid County and State, came

H. W. Alexander and Lena E. Alexander, his wife

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 20th day of April 1931.

The First National Bank of Lawrence  
Lawrence, Kansas  
H. D. Flanders VP & Cashier

ATTEST:  
Edward C. Armstrong  
Register of Deeds