

## MORTGAGE RECORD 76

Reg. No. 719  
Fee Paid, \$ 5.00

FROM

Elzy L. Davis & wife  
TO

The Merchants Loan &amp; Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of  
April A. D. 1930, at 2:10 clock P. M.

E. E. Campbell

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this first day of April, in the year of our Lord, one thousand nine hundred and thirty between  
Elzy L. Davis and Amarillis Davis, 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 party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Two Thousand and no/100 (\$2000.00) 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 party of the second part,  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Nine (9) Township Thirteen  
(13) Range Twenty (20).

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  
mined of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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 party of the second part, the loan, if any, made payable to the party 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  
Two Thousand and no/100 DOLLARS.

according to the terms of the certain written obligation for the payment of said sum of money, executed on the first day of April 1930  
and by its terms made payable to the party 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. 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 the 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 provided by law and out of all moneys arising from such sale to retain the  
sums 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 party of the second part, making such sale, on  
demand, to the first part.

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 herein.

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

Elzy L. Davis (SEAL)

Amarillis Davis (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this first day of April A. D. 1930, before me, a  
Notary Public in the aforesaid County and State, came

Elzy L. Davis and Amarillis Davis, his wife

Legal Seal

to me personally known to be the same persons 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 20th day of April 1933

A. F. McClanahan 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 3rd day of November, 1937.

(CORP. SEAL)

The Merchants Loan and Savings Bank  
By F. C. Whipple, Cashier Mortgage Owner.

This Release  
was written  
on the original  
Mortgage, and  
entered  
this 3rd day  
of Nov  
1937.  
Haskell B. Paul  
Reg. of Deeds  
R. H. Hedden  
Deputy