

MORTGAGE RECORD 76

Reg. No. 819
Fee Paid, \$1.75

FROM

J. H. Holke & wife
TO

The Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28 day of
May A. D. 19 30 at 1:30 o'clock P.M.

Eli C. Ramsdell

Register of Deeds.
Deputy.THIS INDENTURE, Made this first day of May, in the year of our Lord, one thousand nine
hundred and thirty between

J. H. Holke and Matilda Holke, 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
Seven Hundred Fifty and no/100 (\$750.00) 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:The West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-six (36)
Township Twelve (12) Range Eighteen (18).

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, except a first mortgage of \$3500.00 to The Merchants
Loan & Savings Bank, Lawrence, Kansas
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 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 of the second part, the loss, 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
Seven Hundred Fifty and no/100according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of May, DOLLARS.
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 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 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 of the second partto 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
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 of 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 hereto.IN WITNESS WHEREOF, The part of the first part have hereunto set their hand and seal, the day and year last
above written.

J. H. Holke (SEAL)

Matilda Holke (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 21st day of May A. D. 19 30, before me, a

Notary Public in the aforesaid County and State, came

J. H. Holke & Matilda Holke, 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 20th day of April 19 30

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 19th day of March 1932

Corp. Seal

The Merchants Loan & Savings Bank
By F. C. Whipple, Cashier Mortgage Owner.The Release
was written
on the original
Mortgage
entirely
on 21st day
of March
1932
Eli C. Ramsdell
Reg. of Deeds
J. H. Holke
Matilda Holke
Whipple