

## MORTGAGE RECORD 76

Reg. No. 1057  
Fee Paid, \$ 2.00

FROM

J. M. Watts, Grace E. Watts and P. A. Watts  
TOState Bank of Leecompton, Leecompton, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of  
Nov. A. D. 1930, at 9:30 o'clock A. M.E. C. Campbell Register of Deeds.  
By \_\_\_\_\_ Deputy.THIS INDENTURE, Made this 14th day of November, in the year of our Lord, one thousand nine  
hundred and thirty between  
J. M. Watts, Grace E. Watts and P. A. Watts,of Leecompton in the County of Douglas and State of Kansas  
parties of the first part, and State Bank of Leecompton, Leecompton, Kansas part Y of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Eight Hundred 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 lying in the County of Douglas and State of Kansas, to-wit:All of Lots three, four, five, six, seven, eight, and the south eight and one half  
feet of Lot Nine, all in block forty in the City of Leecompton, County and State  
afore said.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said parties 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 parties 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 parties 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  
Eight Hundred DOLLARS.according to the terms of a certain written obligation for the payment of said sum of money, executed on the 14 day of Nov. 1930  
and by its terms made payable to the part Y 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 Y 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 168 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 same or said real estate are not paid when the same become due and payable, or if the loan 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 Y 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 lawfully 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 Y making such sale, on  
demand, to the first part 168.It is agreed by the parties hereto that the terms and provisions of this indenture and of 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 parties of the first part have hereunto set their hand and seal on the day and year last  
above written.J. M. Watts (SEAL)  
Grace E. Watts (SEAL)  
P. A. Watts (SEAL)  
(SEAL)STATE OF Kans.  
COUNTY OF Douglas ss.BE IT REMEMBERED, That on this 14th day of November A. D. 1930 before me, a  
Notary Public in the aforesaid County and State, cameJ. M. Watts, Grace E. Watts and P. A. Wattsto me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of  
the same.

Legal Seal

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 8th day of Jan. 1934J. W. Kreider 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 14 day of Oct. 1933State Bank of Leecompton, Leecompton, Kansas.  
By J. W. Kreider, Register Mortgage. Owner.The Public  
Recorder of  
Douglas County,  
Kansas, has  
this day  
received  
of the  
parties  
the sum of  
\$17.00  
and has  
therefor  
paid to the  
Register of  
Deeds the  
sum of  
\$2.00  
for the  
recording  
of this  
instrument.  
E. C. Campbell  
Register of Deeds