

MORTGAGE RECORD 66

543

FROM

Benjamin T. Lilly and wife

TO

Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of

March A. D., 1925, At 4:35 P. M.

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 30th day of January, in the year of our Lord, one thousand nine hundred and Twenty-five, between Benjamin T. Lilly and Clara Lilly his wife of Lawrence in the County of Douglas and State of Kansas part 1st of the first part, and The Lawrence National Bank

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of Seventy-five Hundred and No/100 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 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Commencing at the Southeast corner of the Southwest Quarter (4) of the Southwest quarter (4) of Section Six (6) Township Thirteen (13), Range Twenty (20) Thence North about 364 feet; Thence West about 576 feet, Thence South 364 feet; Thence East about 576 feet to the place of beginning, containing five acres, more or less and also commencing at the Southwest corner of the Southeast Quarter (4) of the Southwest Quarter (4) of Section Six (6) Township Thirteen (13), Range Twenty (20) Thence North about 364 feet; Thence East about 44 feet; Thence South about 364 feet to a point about 43 feet east of the point of beginning; Thence West about 43 feet to the point of beginning, containing one-third of an acre more or less, the two tracts of land being contiguous and containing over five acres.

It is the intention of the Deed to convey and this Deed does hereby convey all the Real Estate conveyed to the first parties in a Warranty Deed dated October 1st, 1919, and which was corrected in a later Deed now of record in Douglas County Kansas, from Martha Gillette Babcock

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 owner 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 thereon.

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 becomes 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 their 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 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

Seventy-Five 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 30th day of January 1925, and by 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.

And this conveyance shall be void if such payment is not 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 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, making such sale, on demand, to the first part 1st 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 1st of the first part has hereunto set their hand and seal on the day and year last above written.

Benjamin T. Lilly (SEAL)

Clara Lilly (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 31st day of January A. D. 1925, before me, a

Notary Public in the aforesaid County and State, came

Benjamin T. Lilly and Clara Lilly, his wife

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.

L. S. My Commission Expires on the 8th day of August 1925 Ethel F. Hull 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 5th day of October, 1926.

Coop Seal

Lawrence National Bank Mortgage Owner.
Geo. W. Kuhne Cashier.

This Release

was written

in the presence of

Notary Public

and

entered

this 5th day

of October

1926

at

Register of Deeds.

Geo. W. Kuhne

Cashier