

## MORTGAGE RECORD 69

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of

Earl Hulce

TO

Feb A. D. 1927, at 4:30 P. M.

Law, Nat'l. Bank

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 15th day of February, in the year of our Lord, one thousand nine hundred and twenty seven between Earl Hulce and Jessie Hulce his wife

of Lawrence in the County of Douglas and State of Kansas  
part 1es of the first part, and The Lawrence National Bank, Lawrence, Kansas

part y of the second part.

WITNESSETH, that the said part 1es of the first part, in consideration of the sum of One Thousand and no/100

DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, Douglas and State of Kansas, to-wit:

Beginning 28 rods west of the southeast corner of northeast  $\frac{1}{4}$  of northwest  $\frac{1}{4}$  of southwest  $\frac{1}{4}$  of section 29, township 12, range 20 in the center of Elm street produced east from North Lawrence; thence north 8 rods; thence east 150 feet; thence north 2 rods; thence east 148 feet; thence south 2 rods; thence east 10 rods; thence south 8 rods; thence west 28 rods to the place of beginning excepting 50 feet off the west end thereof, in that part of the city of Lawrence formerly known as North Lawrence, and excepting at a point 412 feet west of the southeast corner of the northeast quarter of northwest  $\frac{1}{4}$  of southwest  $\frac{1}{4}$  of section 29, township 12 range 20 in the center Elm Street produced east from that part of the City of Lawrence, formerly known as North Lawrence, thence north 8 rods, thence east 100 feet, thence north 2 rods, thence west 25 feet, thence south 10 rods, thence west 125 feet to place of beginning, being a part of the northeast quarter of the north west quarter of the southwest quarter of section 29 Township 12, range 20 all in that part of the city of Lawrence known as North Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1es of the first part therein.

And the said part 1es 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 part 1es 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 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 their interest. And in the event that said part 1es 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

One Thousand and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 15th day of February 19 27 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 1es 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 y 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 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 1es.

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 parties of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

Earl Hulce (SEAL)

Jessie Hulce (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 15 day of February A. D. 19 27, before me, a Notary Public in the aforesaid County and State, came Earl Hulce and Jessie Hulce his wife

to me personally known to be the same person s 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 25 day of January 1930 Geo W. Kuhne

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 8th day of July 19 29

Corp Seal

Lawrence National Bank, Lawrence, Kansas  
W. C. Schoolcraft, Cashier  
Mortgagee, Owner.

THIS INSTRUMENT  
WAS FILED FOR  
RECORD IN THE  
OFFICE OF THE  
REGISTER OF DEEDS  
OF DOUGLAS COUNTY,  
KANSAS, THIS 15TH  
DAY OF FEBRUARY,  
1927.

Chas. A. Armstrong  
Register of Deeds

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