

MORTGAGE RECORD 69

Reg. No. 2522

629

Fee Paid 4.00

FROM

R.L. Seamans et al
TO

Law. Nat'l. Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31st day of

Apr. A.D. 1927 at 8:35 A.M.

Asa B. Wellman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 31st day of March

hundred and twenty seven between Robert L. Seamans and Ruth Fisher Seamans his wife

of Lawrence in the County of Douglas parties of the first part, and The Lawrence National Bank

and State of Kansas

WITNESSETH, that the said parties of the first part, in consideration of the sum of Sixteen Hundred and no/100

which is hereby acknowledged, have sold, and by this indenture do to following described real estate situated and being in the County of Grant, Bargain, Sell and Mortgage to the said party of the second part, Douglas and State of Kansas, to-wit:

The north twenty acres of the east one hundred (100) acres of the southeast quarter (SE $\frac{1}{4}$) of section no. eleven (11) Township no. thirteen (13) Range no. nineteen (19).

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. And 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 claims making lawful claim therein.

It is agreed between the parties herein 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 keep the buildings upon said real estate insured against fire and theft in such sum and by such insurance company as shall be specified and directed by the part 2nd of the second part, the less, 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 GENT is intended as a mortgage to secure the payment of the sum of Sixteen Hundred and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 31st day of March 1927, and by its 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 mortgage shall be void if such payment be made as herein specified, and the obligation contained thereby 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, or provided herein, or if the buildings on said real estate are not kept up as good repair as they are now, or if waste is committed on said premises, then this mortgage shall become absolute, and any part thereof, or 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 profits 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 2nd of the second part making such sale, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 have hereunto set their hand and seal on the day and year last above written.

Robert L. Seamans (SEAL)

Ruth Fisher Seamans (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 31st day of March A.D. 1927, before me, a Notary Public in the aforesaid County and State, came Robert L. Seamans and Ruth Fisher Seamans his wife

LS 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 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 6th day of Aug 1930.

Corp Seal

Lawrence National Bank
Mortgage, Under.

This Release was written in the original Mortgage and entered this 6th day of Aug 1930.

Asa B. Wellman
Reg. of Deeds
Seal