

MORTGAGE RECORD 74

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Reg. No. 2811
Fee Paid, \$ 4.25

FROM

I. D. Harris

TO

Law. Nat'l. Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of
Aug A. D. 1927, at 4:15 P. M.

Geo. E. Wellman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 27th day of July, in the year of our Lord, one thousand nine hundred and twenty seven between

I. D. Harris and Mary Harris his wife

of Sudora in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence National Bank of Lawrence, KansasWITNESSETH, That the said parties of the first part, in consideration of the sum of
Seventeen Hundred and fifty 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 parties of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The east one hundred fourteen (114) acre of the south west fractional quarter (1/4) of section
twenty three (23). Township Thirteen (13), Range Twenty (20) east of the 6th P.M. and part
of Northwest fractional quarter (1/4) of section twenty three (23) Township Thirteen (13) Range
Twenty (20) east of the 6th P.M. described as follows: Beginning at the south east corner of
said quarter section, thence west on the south line of said quarter section Thirty Five (35)
chains to the west line of the Shawnee Indian Reservation; thence north on said line thirty
(30) feet to the center of the County Road, thence in an Easterly direction along the center
of said road to a point in the east line of said Quarter Section Thirty (30) feet north of
said South East corner, thence south thirty (30) feet to the place of beginning contain-
ing five (5) acre or more or less.

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 owner of the premises above granted, and
owner of a good and inalienable 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 thereto.

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 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 of the second part, the loss, if any, made payable to the parties 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 parties 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

Seventeen Hundred and Fifty

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 18th day of July 1927
and by its terms made payable to the parties 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 parties 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
parties 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 provided, 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
nature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said parties 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 reach 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 parties of the second part, on
demand, to the first parties.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 have hereunto set their hand and seal on the 27th day and year last
above written.

I. D. Harris

(SEAL)

Mary Harris

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF DouglasBE IT REMEMBERED, That on this 27 day of July A. D. 1927, before me, a
Notary Public in the aforesaid County and State, came I. D. Harris and
Mary Harris 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 14 day of May 1935.Corr
SealLawrence National Bank of Lawrence, Kansas
Mortgagee. Owner.
Geo. W. Kuhne, CashierThis Release
was written
on the original
Mortgage
C. A. entered
this 15 day
of March
1935.Harold A. Bink
Reg. of Deeds
Frank M. Kahm