

# MORTGAGE RECORD 74

Reg. No. 3094  
Fee Paid, \$ 4.50

195

FROM  
Laura B. Claxton  
TO  
Peoples State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 23 day of Dec. A. D. 19 27, at 11:40 A. M.  
*Don E. Wellman*  
Register of Deeds.  
By Deputy.

THIS INDENTURE, Made this second day of December, in the year of our Lord, one thousand nine hundred and twenty seven between Laura B. Claxton a widow

of in the County of Douglas and State of Kansas  
part of the first part, and Peoples State Bank, of Lawrence, Kansas part of the second part.

WITNESSETH, That the said part of the first part, in consideration of the sum of Eighteen hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 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 fifty (50) acres of the southeast quarter (SE $\frac{1}{4}$ ) of Section eighteen (18), Township thirteen (13) range nineteen (19) less the following, beginning at the southeast corner of section eighteen (18) thence in south line of the southeast quarter (SE $\frac{1}{4}$ ) section eighteen three hundred twelve (312) feet to a stone in the center of Clinton road; thence north and parallel to the east line of the southeast quarter of section eighteen, one thousand one hundred and seventeen (1117) feet to a stone; thence east and parallel to the south line of the southeast quarter of said section, three hundred and twelve (312) feet to a stone in the east line of said quarter section. thence south in the east line of said quarter section, one thousand one hundred and seventeen (1117) feet, more or less to the southeast corner of said quarter section, the point of beginning; said excepted tract containing eight acres more or less.

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

And the said part of the first part do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and 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 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 she 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 part of the second part to the extent of its interest. And in the event that said part 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 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 Eighteen hundred DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 2nd day of December 19 27 and by its terms made payable to the part 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 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 of the first part shall fail to pay the same as provided in this indenture, 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 mortgage 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 covenant 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 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 of the second part, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 of the first part has hereunto set her hand and seal the day and year last above written.

Laura B. Claxton (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 27th day of December A. D. 19 27, before me, a Notary Public in the aforesaid County and State, came Laura B. Claxton a widow

IS 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 10th day of April 19 29  
S.A. Wood 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 1st day of August 19 34  
*Henry B. Spafford*  
Mortgage Owner.

5-11-1934

This Release was written on the original mortgage and signed this 31st day of August 1934  
*Don E. Wellman*  
Reg. of Deeds.  
Deputy