

## MORTGAGE RECORD 74

Reg. No. 3424  
Fee Paid, \$ 25.00

FROM

E.T. Arnold et al.  
TO

Law. Natl. Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of  
Apr. A.D. 1928, at 4:35 P. M.

Lea B. Wellman.

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 27th day of April, in the year of our Lord, one thousand nine hundred and twenty eight between  
E.T. Arnold and Maud M. Arnold his wife

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of Ten Thousand and no/100 DOLLARS, to then duly paid, the receipt of which is hereby acknowledged, have granted, bargain, sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

All of Lot five (5) and the south nine (9) inches of Lot three (3) on  
Massachusetts street, Lawrence, Kansas

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 owners of the premises above granted, and

and that they will warrant and defend the same against all claims 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 become due and payable, and that they will pay 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 law, if any, made payable to the part. 2nd. of the second part to the extent of its 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 Ten Thousand and no/100 DOLLARS.

according to the terms of two certain written obligations for the payment of said sum of money, executed on the 27th day of April 1928 and by their 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 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 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 and 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 thereon; 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. 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 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.

E.T. Arnold (SEAL)

Maud M. Arnold (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 27th day of April A.D. 1928, before me, a the undersigned in the aforesaid County and State, came E.T. Arnold and Maud M. Arnold his wife

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 29 day of Dec, 1928

Bernice E. Jones

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 27 day of April, 1928.

Copy sent

Lawrence National Bank  
B. J. M. D. C. P. Mortgagee. Owner.

This Indenture  
was filed for  
record in the  
County of Douglas  
State of Kansas  
on the 30th day  
of April 1928  
at 4:35 P. M.  
Lea B. Wellman  
Register of Deeds