MORTGAGE RECORD 74

FROM

Mary Arnold et al

TO

Watkins Nat'l Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the_____4_____ day of

_____June_____ A. D. 19 28, at 11:40 ____A. M.

Isa E. Wellman

Register of Deeds.

By_____Deputy.

THIS INDENTURE, Made this____first____ day of_____June_____, in the year of our Lord, one thousand nine hundred and__twenty eight____ between_____

Mary Arnold and Lewis Arnold her husband

of____Lawrence____ in the County of_____Douglas_____ and State of_____Kansas_____

parties of the first part, and_____Watkins National Bank_____

_____ part__y__ of the second part.

WITNESSETH, That the said part__ies__ of the first part, in consideration of the sum of_____

Four Hundred_____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, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot number one hundred and eight (108) on Indiana Street in Block

Number forty (40) in that part of the city of Lawrence, known as West Lawrence in

Douglas County, Kansas.

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

And the said part__ies__ of the first part do____ hereby covenant and agree that at the delivery hereof__they are____the lawful owner__s__ of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance_____

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 part__ies__ 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 will__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__y__ of the second part to the extent of_____interest. And in the event that said part__ies__ of the first part shall fail to pay said 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_____

Four Hundred_____DOLLARS,

according to the terms of__one__ certain written obligation____ for the payment of said sum of money, executed on the__first__ day__June__ 19 28

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 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__ies__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 prescribed 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 overplus, if any there be, shall be paid by the part__y__ making such sale, on demand, to the first part__ies__.

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__ies__ of the first part ha__ve__ hereunto set____their____hand__s__ and seal__s__ the day and year last above written.

Mary Arnold (SEAL)

Lewis Arnold (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF____Kansas_____ } ss.

COUNTY OF____Douglas_____ }

BE IT REMEMBERED, That on this____first____ day of_____June_____A. D. 19 28 before me, a

Notary Public_____in the aforesaid County and State, came

Mary Arnold and Lewis Arnold her husband

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____9th____ day of_____September____19 29

John H. Tucker

Notary Public.

LS

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____5th____ day of____June_____, 19 31

Jessie May Tucker

Mortgagee. Owner.