

335

Law. Nat'l Bank

43a E. Wellman

Register of Deeds.
Deputy.

hundred and twenty eight between
Mary S. Schooley and Benjamin M. Schooley her husband

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

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of _____ DOLLARS, to them Sir Hundred and no/100 _____ duly paid, the receipt of which is hereby acknowledged, ha_____y 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 one hundred forty five (145) of Addition No. 24 in that part of the city of Lawrence, known as North Lawrence excepting a strip 15½ feet wide on the south line and running 211 feet west from the east line of said lot.

with the appurtenances and all the estate, title and interest of the said part ~~100-~~ of the first part therein.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 8 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.

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 1es. 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~~ will keep the buildings upon said real estate insured against fire and tornado to such extent as 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 y of the second part to the extent of its interest. And in the event that said part ies 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 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 Six Hundred and no/100 DOLLARS

Six Hundred and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 6th day of June 1928 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 sums 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 ~~100~~ 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, ~~_____~~ the terms 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 or 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 be 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 become due and payable, and it shall be lawful for the said ~~_____~~ 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 _____ making such sale, on demand thereof, first to _____, and then to _____, in the order therein named, until the said debt shall be paid in full, and the balance of the proceeds of the sale shall be distributed to the said part _____ in proportion to the several obligations therein contained, and all benefits accruing therefrom shall extend to the satisfaction of the said obligations.

IN WITNESS WHEREOF, The part 108 of the first part has ye hereunto set their hand and seal 8 the day and year last above written.

IN WITNESS WHEREOF, The part ies of the first part ha ve hereunto set their hand and seal B the day and year last above written.

Mary S. Schooley (SEAL)

Benjamin M. Schooley (SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 7th day of June A. D. 1928, before me, a

Notary Public _____ in the aforesaid County and State, came Mary S. Schooley and Benjamin M. Schooley her husband

IS

Benjamin M. Schooley her husband

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 1920

Geo. F. 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 5 day of May 1977 Laurina National Bank, Laurine, Va.

This Release
was written
on the original
Mortgage
this 5 entered
of May day
19 97
Ward
Rec. of Deeds.

Ward O. Beck
Reg. of Deeds.