

MORTGAGE RECORD 74

Reg. No. 3524
Fee Paid, \$8.75

349

FROM

Gladys F. Barick

TO

Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ..

This instrument was filed for record on the 26 day of
June A. D. 1928, at 2:40 P. M.By Isa E. Wellman
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 25th day of June, in the year of our Lord, one thousand nine hundred and twenty-eight between Gladys F. Barick, a widow,

of Lawrence in the County of Douglas and State of Kansas
part Y of the first part, and The Lawrence National Bank
part Y of the second part.WITNESSETH, That the said part Y of the first part, in consideration of the sum of Thirty-five hundred and no/100 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 Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

A tract of land beginning at a steel pin marking the North East corner of the South 100 acres of the South East Quarter of Section Thirty-Five (35) Township Twelve (12) South Range Nineteen (19) East of the 6th P. M. thence South along the East line of said Southeast Quarter 173 feet to a steel pin, thence West and parallel to the North line of the said South 100 acres, 1625 feet to a steel pin, thence South 190.55 feet to a steel pin, thence West and parallel to the North line of said South 100 acres, 1023.6 feet to a steel pin in the West line of said thence north along the west line of said southeast quarter Southeast Quarter 363.55 feet to a large Elm Tree 36 inches in diameter, thence East along the North line of said south 100 acres 2649.2 more or less to place of beginning, containing 15 acres. Being the same land as purchased of Jennie E. Jenkins and Robert M. Jenkins.

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

And the said part Y 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 owner 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 thereon.

It is agreed between the parties hereto that the part Y 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 she 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 less, 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 Y 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 other, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of five per cent from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirty-five hundred and no/100 DOLLARS.according to the terms of One certain written obligation for the payment of said sum of money, executed on the 25th 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 or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes which interest thereon as herein provided, in the event that said part Y of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be used if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment 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 or said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then the 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 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 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 Y making such sale, on demand, to the first part Y.

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 sue seors of the respective parties hereto.

IN WITNESS WHEREOF, The part Y of the first part has hereunto set her hand and seal the day and year last above written.

Gladys F. Barick

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY of Douglas

BE IT REMEMBERED, That on this 25th day of June A. D. 1928, before me, a Notary Public in the aforesaid County and State, came Gladys F. Barick

L. S.

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 Feb. 21, 1930.

Otto A. Durr

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 May 1928.

(Copy Seal)

Lawrence National Bank

L. W. Kahne Cashier

Owner.

This Release was written on the original Mortgage entered on the 26th day of June 1928 at 2:40 P. M. by the Register of Deeds.