

MORTGAGE RECORD 74

Reg. No. 3917
Fee Paid, \$ 10.00

483

FROM

MORGAN G. ROBERTSON

TO

LAWRENCE NATIONAL BANK

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9th day of
January A. D. 1929, at 8:25 A. M.

J. E. Wellman

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 4th day of January, in the year of our Lord, one thousand nine hundred and twenty nine

between MORGAN G. ROBERTSON AND JENNIE B. ROBERTSON

of _____ in the County of DOUGLAS and State of KANSAS
part 125 of the first part, and The Lawrence National Bank of Lawrence, Kansas

part 7 of the second part.

WITNESSETH, That the said part 125 of the first part, in consideration of the sum of
Four Thousand and no/100 DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 7 of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Half of the South East Quarter of Section 24 in Township 12 of
Range 19 East excepting 85/100 of an acre, also beginning at the Northeast corner of
the Northeast quarter of Section 25 in Township 12 South of Range 19, East and running
South on Section line to center of Brewery Brook, thence Northwestly along the center
of said Brook to the North line of said Quarter section, thence east on Section line to
place of beginning, containing 6.64 acres more or less, also Lot 2 of Section 19 in
Township 12 South of Range 20 East also that part of Lot 1 of Section 30 in Township
12 South of Range 20 East lying and being north of the center of Brewery Brook, all
subject to and excepting the rights of way so used and occupied by the A.T. & S.F.
Ry Co/

with the appurtenances and all the estate, title and interest of the said part 125 of the first part therein.

And the said part 125 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and
seized 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 thereto.

It is agreed between the parties hereto that the part 125 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 loan, if any, made payable to the part 7 of the second part to the extent of
its interest. And in the event that said part 125 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 7 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 Thousand and no/100

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 4th day of January 1929
and by its terms made payable to the part 7 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 7 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 125 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 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 the 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 deed 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 7 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 surplus, if any there be, shall be paid by the part 7 making such sale, on
demand, to the first part 125.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 125 of the first part have hereunto set their hands and seal the day and year last
above written.

MORGAN G. ROBERTSON

(SEAL)

JENNIE B. ROBERTSON

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 8th day of January A. D. 1929, before me, a

Notary Public

in the aforesaid County and State, came

Morgan G. Robertson and Jennie B. Robertson, his wife

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 25 day of January 1930

(LS)

GEO. W. KUHN

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 13th day of October 1929

Corp Seal

Lawrence National Bank
By J. E. Wellman
Mortgagee.

Owner.

This Release
was certified
on the original
Mortgage
and
is
filed
in
the
Register
of
Deeds
of
Douglas
County
Kansas
this 13th day of
October 1929
J. E. Wellman
Reg. of Deeds
County