

MORTGAGE RECORD 74

Reg. No. 79
Fee Paid, \$ 10.00

FROM
 Caroline Wolters
 TO
 Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 7 day of
 March A. D. 1929, at 5:00 P. M.
Eric C. Combs
 Register of Deeds.
 By: Deputy.

THIS INDENTURE, Made this 4th day of March, in the year of our Lord, one thousand nine hundred and twenty-nine between
 Caroline Wolters single

of Lawrence in the County of Douglas and State of Kansas
 part 7 of the first part, and The Lawrence National Bank of Lawrence, Kansas
 part 7 of the second part.

WITNESSETH, That the said part 7 of the first part, in consideration of the sum of
 Four thousand and no/100 DOLLARS, to her duly paid, the receipt of
 which is hereby acknowledged, has been 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 1/3 of Lot No. 55 on Massachusetts Street in the city of Lawrence, Douglas
 County, Kansas, together with the easement for a stairway and passage way on the south
 side of the north 2/3 of said Lot 55 on Massachusetts Street as granted by Isaac Kilworth
 Jacob Kilworth to Mary J. E. Gardner by an instrument of Writing dated July 13, 1865,
 and recorded August 24, 1868, in Book U, page 396 of the Deed Records in the office
 of the Register of Deeds, of Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 7 of the first part therein.
 And the said part 7 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
 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 7 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 7 of the second part, the loss, 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 7 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 DOLLARS,
 according to the terms of one certain written obligation for the payment of said sum of money, executed on the 4th day of March 1929,
 and by the same 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 7 of the first part shall fail to pay the same as provided in this indenture.
 And this covenant 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 said premises, then this 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 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 hereto 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 7, making such sale, on
 demand, to the first part 7.

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 7 of the first part has hereunto set her hand and seal the day and year last
 above written.
 Caroline Wolters (SEAL)
 (SEAL)
 (SEAL)
 (SEAL)

STATE OF Kansas }
 COUNTY of Douglas } ss.
 BE IT REMEMBERED, That on this 6th day of March A. D. 1929, before me, a
 Notary Public in the aforesaid County and State, came
 Caroline Wolters (single)
 Legal to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of
 the same.
 Seal 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
 Geo. W. 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 7th day of Oct. 1929
 Lawrence National Bank
 Mortgagee. Owner.
 R. J. Meade Vice P.
 Corp Seal
 Deputy

This Release
 was written
 on the original
 Mortgage
 entered
 this 7th day
 of Oct. 1929
 Eric C. Combs
 Register of Deeds
 Deputy