

MORTGAGE RECORD 74

Reg. No. 410
Fee Paid, \$7.50

623

FROM
Samuel S. Elliott and wife
TO
Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 28 day of
Sept A. D. 1929, at 4:20 P. M.
Elmer E. Connelley
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 23rd day of September, in the year of our Lord, one thousand nine hundred and twenty nine between
Samuel S. Elliott and Jeannette H. Elliott husband and wife
of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and Lawrence National Bank
part _____ of the second part.

WITNESSETH, That the said parties, of the first part, in consideration of the sum of
Three 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 _____ of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The East half (1/2) of Block Fifty One (51) West Lawrence in the City of Lawrence, less tract
deeded to Douglas County Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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
seised 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 1st 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 they will pay 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 _____ of the second part to the extent of
its interest. And in the event that said part 1st 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 _____ of the second part may pay such 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 payments of the sum of

Three Thousand and no/100 DOLLARS.
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 23rd day of September 1929
and by its terms made payable to the part _____ 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 _____ of the second part to pay for any mortgage or to discharge any taxes with interest thereon as herein provided, in the event that said
part _____ 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 provided therein, 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 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 _____ 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 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 _____ making such sale, on
demand, to the first part 1st.

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 herein.

IN WITNESS WHEREOF, The part 1st of the first part have hereunto set their hand and seal on the _____ day and year last
above written.

Samuel S. Elliott (SEAL)

Jeannette H. Elliott (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 28th day of Sept A. D. 1929, before me, a
notary public in the aforesaid County and State, came

Samuel S. Elliott and Jeannette H. Elliott
to me personally known to be the same person as 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 25th day of April 1931
T. A. Schaal 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 24 day of September 1936

Confidential

Lawrence National Bank, Lawrence, Kansas
Mortgagee, Owner.
Geo. B. Walker vice Pres.

This Release
was written
on the original
Mortgage.

I entered
this 28th day
of September
1936

Harold A. Beck
Reg. of Deeds
Franklin Baker
Deputy