

MORTGAGE RECORD 76

Reg. No. 4418
Fee Paid, \$ 6.25

WILLING TO FORFEIT \$100.00

FROM

Fred S. Williams and Daisy Williams his wife
TO

The Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of
Oct. A. D. 1929, at 1:30 o'clock P. M.

Edw. G. Cunningham

Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this 22nd day of October, in the year of our Lord, one thousand nine hundred and twenty-nine between Fred S. Williams and Daisy Williams his wife

of Lawrence in the County of Douglas and State of Kansas
part 1st. of the first part, and The Lawrence National Bank

part 2nd. of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty five hundred DOLLARS, to duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Number One hundred sixty-five (165) in Block Fifty-three (53) West Lawrence. Lot Number One (1) Block Number Five (5) Lane Place, which includes all of Block five (5) all being in the City of Lawrence, Douglas County Kansas. Also, beginning at the Northeast (NE) corner of Block Number five (5) Lane Place, Lawrence Douglas County Kansas, thence West one hundred twenty-seven (127) feet, thence North twenty-four (24) feet, thence East one hundred twenty-seven (127) feet thence south twenty-four (24) feet to the place of beginning, being a strip of ground or Lot Twenty-four (24) feet by one hundred twenty-seven (127) feet lying between Lot Number one hundred sixty-five (165) Block Fifty-three (53) West Lawrence and Lot One (1) Block Five (5) Lane Place an Addition to the City of Lawrence, Kansas. It is the intention of this mortgage to convey and this mortgage does convey the three pieces of Real Estate or Lots on which first parties have three brick store buildings and a filling station.

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

And the said party 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 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 thereto.

It is agreed between the parties hereto that the party 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 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 party 2nd. of the second part, the loss, if any, made payable to the party 2nd. of the second part to the extent of its interest. And in the event that said party 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 party 2nd. 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

Twenty five hundred

DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 22nd day of October 1929 and by the party 1st. of the first 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 party 2nd. 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 party 1st. of the first part shall fail to pay the same as provided in this indenture.

And the covenants 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 insurance 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 party 2nd. 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 shall be, shall be paid by the party 2nd. of the second part, making such sale, on demand, to the first party 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 more to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seal on the day and year last above written.

Fred S. Williams (SEAL)

Mrs. Daisy Williams (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 22nd day of October A. D. 1929, before me, a

Notary Public in the aforesaid County and State, came

Fred S. Williams and Daisy Williams his wife

Legal Seal to me personally known to be the same persons 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

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 6th day of May 1931

(Corp Seal)

Lawrence National Bank Lawrence, Kansas
By Geo. W. Kuhne, Vice President Mortgage Owner.

This Release was written on the original Mortgage entered this 6th day of May 1931

Handwritten
Reg. of Deeds.