

MORTGAGE RECORD 76

Reg. No. 728
Fee Paid, \$ 5.00

FROM

Lucy C. Heine, et al

TO

The Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of April A. D. 1930, at 10:35 clock A. M.

Geo. E. Rumschlag

Register of Deeds

By

Deputy.

THIS INDENTURE, Made this 1st day of April, in the year of our Lord, one thousand nine hundred and thirty between
 Lucy C. Heine, a widow, and Otis C. Heine and Mary Heine, his wife and Henry H. Heine (single)
 of 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 Thirty-two hundred 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 party 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 One hundred twenty (120) acres of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-one (21) Township Thirteen (13), Range Eighteen (18).
 Also the north half of the northwest quarter of Section Twenty-eight (28), Township Thirteen (13) Range Eighteen (18). And Beginning at the southwest corner of the north half of said northwest quarter of Section Twenty-eight (28); thence north 80 $\frac{3}{4}$ ° east 40 chains; thence south 9 $\frac{1}{4}$ ° east 15.535/1000 chains; thence south 80 $\frac{3}{4}$ ° west 4.485/1000 chains; thence north 45 $\frac{3}{4}$ ° west 4.39/100 chains to a stone in the Clinton Road; thence south 80 $\frac{3}{4}$ ° west 33 chains; thence north 64° west 10.035/1000 chains to the place of beginning 42.14/100 acres more or less, in 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 party 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 therein.

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 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 2nd of the second part, the loss, if any, made payable to the part 2nd 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 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

Thirty-two hundred and no/100

DOLLARS.

12 30

according to the terms of said certain written obligation for the payment of said sum of money, executed on the 1st day of April 1930 and by its terms made payable to the part 2nd 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 party 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 1st 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 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 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 party 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 2nd of the second part, making such sale, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 has hereunto set their hand and seal 8 the day and year last above written.

Lucy C. Heine

(SEAL)

Otis C. Heine

(SEAL)

Mary Heine

(SEAL)

Henry H. Heine

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 5 day of April A. D. 1930, before me, a notary public in the aforesaid County and State, came Lucy C. Heine, a widow Otis C. Heine and Mary Heine his wife and Henry H. Heine single

Legal Seal

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 1934

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 authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 14 day of October 1935

Conf Seal
 Lawrence National Bank
 Mortgagee

Lawrence National Bank
 Geo. D. Walter Vice-Pres.
 Owner.

This Release was written on the original Mortgage and signed by the parties on the 14th day of October 1935.

Barbara Rich
 Register of Deeds
 Fred W. Kuhn
 County