

MORTGAGE RECORD 76

Reg. No. 797

Fee Paid, \$3.75

FROM

Virginia H. Mitchell & J. H. Mitchell, her husband
TO

The Merchants Loan & Savings Bank, Lawrence, Kans.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13 day of
May A. D. 1930, at 3:00 o'clock P. M.*George D. Connelley*

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this first day of April, in the year of our Lord, one thousand nine
hundred and thirty between

Virginia H. Mitchell and J. H. Mitchell, her husband

of Lawrence in the County of Douglas and State of Kansas
part-ee of the first part, and The Merchants Loan & Savings Bank, Lawrence, KansasWITNESSETH, That the said part-ee of the first part, in consideration of the sum of
Fifteen Hundred and no/100 (\$1500.00) 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-ee of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Begin at an Iron Pipe Eight Hundred Eighty-four (884) feet South of the North line of the Northwest Quarter, Section Fifteen (15), Township Twelve (12), Range Nineteen (19) East of the 6th P. M. and 1266 feet East of the West line of said Quarter Section; thence North 40 degrees East 755 feet to an iron pipe; thence North 33 degrees and 15 minutes East 1000 feet to an iron pipe on the South line of the Atchison, Topeka and Santa Fe Railway right of way; thence North 78 degrees, 38 minutes, West 1106 feet along the South line of said right of way; thence South 83 degrees West 115 feet; thence North 88 degrees West 165 feet to an iron pipe in the center of the road and 173 feet South of an iron pipe in the South line of said right of way 100 feet from the center of said right of way; thence South 367 feet to an iron pipe, at the corner of tracts No. 5 and No. 6 thence continuing South 1249 feet addition to place of beginning, containing Twenty-two (22) acres.

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

And the said part-ee 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
wield 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-ee 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-ee of the second part, the loss, if any, made payable to the part-ee of the second part to the extent of
its interest. And in the event that said part-ee 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-ee 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

Fifteen Hundred and no/100

DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of April, 1930
and by its terms made payable to the part-ee 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-ee 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-ee 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 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 part-ee 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-ee making such sale, on
demand, to the first part-ee.

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-ee of the first part have hereunto set their hands and seals the day and year last
above written.

Virginia H. Mitchell

(SEAL)

J. H. Mitchell

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF DouglasBE IT REMEMBERED, That on this 30th day of April, A. D. 1930, before me, a
Notary Public in the aforesaid County and State, came

Virginia H. Mitchell & J. H. Mitchell, her husband

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 20th day of April, 1933

A. F. McGlashan

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 11th day of January, 1938

(Corp. Seal)

The First Savings Bank of Lawrence, Kansas
By George D. Connelley, Vice Pres.

This Release
was written
on the original
Mortgage
entered
this 9th day
of January
1938

Rep. of Deeds.