

MORTGAGE RECORD 76

Reg. No. 813

Fee Paid, \$ 5.00

FROM

Earl L. Falkenstien and wife
TO

Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

May A. D. 19 30, at 8:10 o'clock A. M.

E. E. O'Connell

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 23rd day of May, in the year of our Lord, one thousand nine hundred and thirty between
 Earl L. and Edith I. Falkenstien, his wife

of Lawrence in the County of Douglas and State of Kansas
 parties of the first part, and The Lawrence National Bank

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand & 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:

Beginning at a point in the North line of 19th Street produced East from the city of Lawrence, 500 feet East of the East line of Learnard Avenue, as mentioned in Deed recorded in Deed Book 107 on Page 522 in the office of Register of Deeds of Douglas County, Kansas, thence North 360 feet, thence 500 feet to a point in the East line of Learnard Avenue 360 feet north of the North line of 19th Street produced East from the city of Lawrence, said point being the point of beginning mentioned in a Deed recorded in Deed Book 109 on Page 258 in the office of Register of Deeds, Douglas County, Kansas, thence North in and along the East line of Learnard Avenue 254 feet to the South line of a tract of land deeded to Bishoff and recorded in Deed Book 91 on page 612 in the office of the Register of Deeds of Douglas County, Kansas, thence East in and along the South line of said Bishoff tract 500 feet to the East line of said tract, thence North in and along the East line of said tract 80 feet to the Northeast corner of said tract, thence East 200 feet to a point 700.12 feet North of the North line of 19th street produced East; thence South 700.12 feet to the North line of 19th street produced East from the city of Lawrence, thence West in and along the North line of 19th street produced East from the city of Lawrence 200 feet more or less to the point of beginning, and containing 6.15 acres more or less in NE $\frac{1}{4}$ of Sec. six (6) Twp. Thirteen (13) Rg. Twenty (20) according to survey No. 428 filed in the office of the County Surveyor of Douglas County, Kansas in Book #2 at Page #130.

with the appurtenances and all the estate, title and interest of the said parties 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 seised 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 parties 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 of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said parties 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 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

Two Thousand & no/100

according to the terms of one certain written obligation, for the payment of said sum of money, executed on the 23rd day of May, 1930, and by its terms made payable to the party 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 party 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 new, 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 party of the second part, on demand, to the first party of the first part.

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 parties of the first part have hereunto set their hands and seal on the day and year last above written.

Earl L. Falkenstien (SEAL)

Edith I. Falkenstien (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
 COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 23 day of May, A. D. 19, 30, before me, a

notary public in the aforesaid County and State, came Earl L. Falkenstien and

Edith I. Falkenstien his wife

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 April, 1931.

W. A. Schaaf

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 17 day of November, 1935.

By Seal

Lawrence National Bank, Lawrence, Kansas
 W. A. Schaaf and Carlin

Mortgage. Owner.

This Release was filed in the office of the Register of Deeds of Douglas County, Kansas, on the 17th day of November, 1935.

Harold A. Mack

Reg. of Deeds

1935

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