

MORTGAGE RECORD 76

Reg. No. 917
Fee Paid, \$ 3.75

MORTGAGE RECORD 76

FROM

Charles T. Moore & wife
TO
The First Savings Bank of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of
August A. D. 19 30, at 10:05 o'clock A.M.By Geo. S. Combs Register of Deeds.
Deputy.THIS INDENTURE, Made this fifteenth day of July, in the year of our Lord, one thousand nine
hundred and thirty between
Charles T. Moore and Carrie Cox Moore, his wifeof Greenleaf in the County of _____ and State of Idaho
part 1st of the first part, and The First Savings Bank of Lawrence, Kansas
part 2nd of the second part.WITNESSETH, That the said part 1st 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 2nd of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:The Northwest Quarter (NW $\frac{1}{4}$) of Block Number Five (5) Earle Addition to the City of Lawrence,
less the following described tract; Beginning on the East line of said Northwest Quarter (NW $\frac{1}{4}$)
of said Block Number Five (5) at its intersection with the South line of Hancock Street in said
addition; thence West along the South line of said Hancock Street One Hundred (100) feet; thence
South One Hundred Fifty-five (155) feet; thence East to the East line of said Northwest Quarter
(NW $\frac{1}{4}$) of said Block Number Five (5) thence North to the place of beginning.

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 owners 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 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 becomes 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

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 15th day of July 1930

and by the 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 part 2nd 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 covenant shall be void if such payment be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payments or any sum or
sums 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 covenant 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 2nd of the second partto 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 thereon; 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 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 1st of the first part have hereunto set their hand and seal on the day and year last
above written.

Charles T. Moore (SEAL)

Carrie Cox Moore (SEAL)

(SEAL)

(SEAL)

STATE OF Idaho
COUNTY OF Canyon } at

BE IT REMEMBERED, That on this 28th day of July A. D. 19 30, before me, a

Notary Public in the aforesaid County and State, came

Charles T. Moore and Carrie Cox Moore, his wife

Legal Seal

to me personally known to be the same person(s) 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 13th day of September 19 31

I. M. McCarthy
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 16th day of December 1936

copy sent

The First Savings Bank of Lawrence, Kansas
By R. Whipple, Cashier Mortgagee. Owner.This Release
was written
on the original
Mortgage
L. M. entered
the 18th day
of December
1936Hedrick & Rich
Notary Public
Lawrence, Kan.