

MORTGAGE RECORD 76

Reg. No. 1061
Fee Paid, \$ 2.50

FROM
Ethel M. Shaft, widow
 TO
The Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 20 day of
Nov. A. D. 1930, at 5:00 o'clock P. M.
Edw. E. Kuhne Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 18th day of November, in the year of our Lord, one thousand nine
 hundred and thirty between
Ethel M. Shaft, widow
 of Lawrence in the County of Douglas and State of Kansas
 party _____ of the first part, and
The Lawrence National Bank party Y of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of
One Thousand and no/100 DOLLARS, to her duly paid, the receipt of
 which is hereby acknowledged, ss. sold, and by this indenture do ss. Grant, Bargain, Sell and Mortgage to the said part Y of the second part,
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot One hundred fifty-three (153) on Indiana Street, in the City of Lawrence, Kansas.

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

And the said part Y of the first part do ss. hereby covenant and agree that at the delivery hereof she is the lawful owner _____ of the premises above granted, and
 seized 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 part Y 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 she 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of
its interest. And in the event that said part Y 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 Y 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 _____ DOLLARS,
One thousand and no/100

according to the terms of one certain written obligation _____ for the payment of said sum of money, executed on the 18th day of November 1930
 and by its terms made payable to the part Y 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 Y 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 Y 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 Y 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 there be, shall be paid by the part Y making such sale, on
 demand, to the first part Y.
 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 Y of the first part has ss. herunto set her hand and seal _____ the day and year last
 above written.

Ethel M. Shaft (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
 COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 18 day of November A. D. 1930, before me, a

Notary Public _____ in the aforesaid County and State, came,

Ethel M. Shaft

Legal Seal

to me personally known to be the same person ss. 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 authorize the Register of
 Deeds to enter the discharge of this mortgage of record. Dated this 7 day of February, 1932.

Argy Dale

Lawrence National Bank Lawrence, Kansas
Geo. W. Kuhne, Cashier

Mortgagee. Owner.