

## MORTGAGE RECORD 76

Ref No 1092

Fee Paid: \$ 2.50

FROM

J. M. Slonaker & wife

TC

The First Savings Bank of Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of

Dec. 30, 1930, 10:05 a'clock A. M.

*Elinor Buchanan*

## Register of Deeds

Deputy.

By

THIS INDENTURE, Made this first day of December in the year of our Lord, one thousand nine hundred and thirty between J. M. Slonaker and Tillie Slonaker, his wife

of Cherryvale in the County of \_\_\_\_\_ and State of Kansas  
parties of the first part, and The First Savings Bank of Lawrence, Lawrence, Kansas,  
part Y of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of One Thousand and no/100 (\$1000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has ye sold, and by this indenture do 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:

All of the North Forty (40) feet of Lot Nine (9) and the South Twenty-five (25) feet of Lot Ten (10) all in Block Thirteen (13) of Babcock's Enlarged Addition to the City of Lawrence, Kansas.

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

And the said part 1ES of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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 1.00 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 manner as it ~~they~~ may deem proper, and by such insurance company as shall be specified and directed by the part 7.00 of the second part, the loss, if any, made payable to the part 0.00 of the second part to the extent of its ~~their~~ interest. And in the event that said part 1.00 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 Five 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 One Thousand 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 December 193

according to the terms of the certain written obligation for the payment of said sum of money, executed on the 22nd day of August, 1978, 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 at part thereof or any obligation created therein, 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 now are, or if it were so committed as above provided, then the obligations herein contained shall nevertheless remain in full force and effect until the same are duly performed, and the whole set forth above shall stand as a condition precedent to the release of the mortgage, which instrument is given with immediate effect.

to take possession of the rail 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 to the part Y making such sale, on demand, to the first part ASR.

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, successors, administrators, personal representatives, assigns and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals 5 the day and year last above written.

J. M. Slonaker (SEAL)

Tillie Slonaker (SEAL)

(SEE)

(SEAL)

STATE OF Kansas  
COUNTY OF Montgomery } ss.

BE IT REMEMBERED That on this 3rd day of December A. D. 1930, before me, a

Notary Public \_\_\_\_\_ in the aforesaid County and State, came

J. M. Slonsker and Tillie Slonsker, his wife

Legal Seal

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last

My commission expires on the 19 day of December 1930

Katherine Weaver

**Nctary 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 4th day of Oct, 1945

(Corp Seal)

The First National Bank of Lawrence, Kansas  
By George Dorking Pres. Mortgage. Owner

This release  
was written  
on original  
page  
entered  
this 4 da  
of Oct  
1945.  
Harold A. G.