

MORTGAGE RECORD 76

Reg. No. 1180

Fee Paid, \$5.50

FROM

Mabel Green and husband

TO

The First National Bank, Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of January A. D. 1931, at 10:00 o'clock A. M.

C. C. Whipple

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this sixteenth day of January, 1931, in the year of our Lord, one thousand nine hundred and thirty-one, between Mabel Green and Harry M. Green, her husband

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

part Y. of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty-two Hundred Fifty and no/100 (\$2250.00) 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 Y. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

An undivided one-third interest in: Beginning at a point 110 rods West of the Northeast corner of Section 14, Township 13, Range 18; thence West on said section line 50 rods to Northeast corner of the Northeast Quarter of said section; thence South 22 rods; thence East 24 rods; thence Northeasterly on a circle or curve to beginning so as to make 5-1/3 acres. Commencing at the Southwest corner of the Southwest Quarter Section 11, Township 13, Range 18; North 69-1/6 rods to center of Wakarusa Creek; thence down center of said Creek to beginning, 11 1/2 acres. Commencing at Southwest corner of Southeast Quarter, Section 11, Township 13, Range 18; thence North on the West line of said Quarter Section, 20 chains; thence North on said West line to a point where said West line intersects the middle of the channel of Wakarusa Creek; thence Northeasterly down the middle of the channel of said Creek to the point on said Creek known as the Kinsey Ford; thence Southerly down the middle of the channel said creek to a point 17 chains South of North line said Quarter section; thence East to a point 18.75 chains East of West line said Quarter Section; thence South to South line said Quarter section; West 18.75 chains to beginning, also the Right of Way across said ford; thence Easterly along the North bank of said Creek to the North line of the tract herein conveyed. The Northeast fractional Quarter, Section 4, Township 14, Range 18 containing 157.80 acres. The Southeast Quarter of Section 33, Township 13, Range 18 except the following described tract to-wit: Beginning at a point on West line of Southeast Quarter of said Section 33, 32 rods South of Northwest corner thereof; thence Southeasterly up middle of Rock Creek about 20 rods to a point about 12 rods East of West line of said Quarter section; thence Southeasterly up middle of said Creek to West line of said Quarter section; thence North along the said West line to beginning. Commencing 80 rods North of the Southeast corner of the Southwest Quarter, Section 33, Township 13, Range 18; thence West to the Channel of Rock Creek; thence down the Channel of said Creek to the East line of said Quarter section; thence South to beginning, containing 5 acres more or less. Commencing 40 rods North of Southeast corner on East line of Southwest Quarter Section 33, Township 13, Range 18; thence West to center of Rock Creek Channel; thence down said Creek following the meanderings thereof until it strikes land deeded to Charles Wright recorded in Book A, Page 453, at a point 80 rods South of North line of said Quarter section; thence East to the East line of said Quarter section; thence South 40 rods to beginning, containing 17 acres, more or less, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st. of the first part therein.

And the said parties 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

Give a first mortgage of \$2000.00 to the Fraternal Aid Union, Lawrence, Kansas and that they warrant and defend the same against all parties making lawful claim thereto.

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 and 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 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 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 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 Twenty-two Hundred Fifty and no/100

DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 16th day of January 1931

and by the 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 1st. 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 contained 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 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 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 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 overplus, if any there be, shall be paid by the part Y. making such sale, on demand, to the first part.

IN WITNESS WHEREOF, 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 has hereunto set their hand and seal, the day and year last above written.

Mabel Green

(SEAL)

Harry M. Green

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 28th day of January A. D. 1931, before me, a Notary Public in the aforesaid County and State, came

Mabel Green and Harry M. Green, her husband

Legal Seal

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 27th day of January 1935.

F. C. Whipple

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 2nd day of June 1931.

Corp Seal

First National Bank, Lawrence, Kansas
By F. C. Whipple Vice President
Mortgage. Owner.

This Release was written by the original mortgagor.

Witness my hand and seal of office.

1931 June 2nd

Edna B. Bissell

Reg. of Deeds

1931 June 2nd