

## MORTGAGE RECORD 76

Reg. No. 1104  
Fee Paid, \$ 35.00

WALL LINDEN CO. TOPPERS 65115

FROM

BRADFORD H. POWELL and LOLA S. POWELL, his wife  
TOTHE FIRST NATIONAL BANK of Lawrence,  
Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11th day of  
June A. D. 1931, at 10:45 o'clock A. M.*Ernie C. Whipple*Register of Deeds.  
Deputy.

By

THIS INDENTURE, Made this ninth day of June, in the year of our Lord, one thousand nine  
hundred and thirty-one between  
Bradford H. Powell and Lola S. Powell, his wifeof Lone Star in the County of Douglas and State of Kansas  
parties of the first part, and The First National Bank of Lawrence, Lawrence, Kansas  
part. Y of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Fourteen Thousand and no/100 (\$14,000.00) 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:

The North One Hundred Twenty (120) acres of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section  
Twelve (12), Township Fourteen (14), Range Eighteen (18); The Southwest Quarter (SW $\frac{1}{4}$ )  
of Section Thirteen (13), and the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Fourteen (14)  
in Township Fourteen (14), Range Eighteen (18).  
Also the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-four (24), Township Fourteen (14),  
Range Eighteen (18), excepting therefrom a parcel Seven (7) rods North and South by  
Eleven and one-half (11 $\frac{1}{2}$ ) rods East and West in the Northeast corner of said Quarter  
Section containing about One-half ( $\frac{1}{2}$ ) an acre; also excepting Eleven and one-fourth  
(11 $\frac{1}{4}$ ) acres more or less in the Southwest corner of said Quarter Section, being that  
portion thereof lying South of the County Road in Douglas County.

The above subject to a mortgage of \$10,000.00 payable to the Northwestern Mutual Life Ins. Co.

Also the South Fifty (50) acres of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twelve (12)  
Township Fourteen (14), Range Eighteen (18), clear of incumbrance.

with the appurtenances and all the estate, title and interest of the said parties 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 owner of the premises above granted, and  
owner of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance except as above stated

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. 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 become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum  
as 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  
Fourteen 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 ninth day of June 1931  
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  
parties 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 time 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 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 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 part. Y making such sale, on  
demand, to the first parties.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.

BRADFORD H. POWELL (SEAL)

LOLA S. POWELL (SEAL)

(SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS ss.BE IT REMEMBERED, That on this 9th day of June A. D. 1931, before me, a

Notary Public in the aforesaid County and State, came

Bradford H. Powell and Lola S. Powell, his wifeto me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution  
of the same.

SEAL

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 14th day of March, 1934*Corp. Seal**The First National Bank  
by F. C. Whipple Vice Pres.*

Mortgagee. Owner.