

MORTGAGE RECORD 76

Reg. No. 1472
Fee Paid, \$ 3.50

MORTGAGE RECORD 76

FROM

J. M. Dever and wife

TO

Peoples State Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of
Aug. A. D. 1931, at 1:25 o'clock P. M.By *John C. Connelley* Register of Deeds.
Deputy.THIS INDENTURE, Made this 1st day of August, in the year of our Lord, one thousand nine
hundred and thirty-one between
J. M. Dever and Jennie F. Dever, husband and wifeof Topeka in the County of Shawnee and State of Kansas
parties of the first part, and Peoples State Bank, Lawrence, Kansas part Y of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
Fourteen hundred 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 party 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 northeast (NE) one quarter (1/4) of Park lot No. twenty four (24) and the
northwest (NW) one quarter (1/4) of Park lot No. twenty-two (22) City of Lawrence
Douglas County, State of Kansas.

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

And the said party 1ES of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner. And the premises above granted, and
reined of a good and inalienable 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 therein.

It is agreed between the parties hereto that the party 1ES 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 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 party Y of the second part, the loss, if any, made payable to the party Y of the second part to the extent of
their interest. And in the event that said party 1ES 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 party 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 hundred DOLLARS,
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of August, 1931.and by 1ES terms made payable to the party 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 party 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
party 1ES 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 provided, 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 party Y of the second part
to take possession of the said premises and all the improvements thereon 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 party Y making such sale, on
demand, to the first party 1ES.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 hand and seal the day and year last
above written.

J. M. Dever (SEAL)

Jennie F. Dever (SEAL)

(SEAL)

(SEAL)

STATE OF Shawnee
COUNTY OF Kansas } ss.BE IT REMEMBERED, That on this 1st day of August, A. D. 1931, before me, a
Notary public in the aforesaid County and State, cameJ. M. Dever and Jennie F. Dever, his wife
to me personally known to be the same person, who executed the foregoing instrument and duly acknowledged the execution
of the same.Legal 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 6th day of June, 1933

Albert Tomson 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 26th day of September, 1931Peoples State Bank, Lawrence, Kansas
T. J. Connelley Jr. Vice President
Mortgagee. Owner.This Release
was written
on the original
Mortgage
entered
this 26th day
of Sept 1931
1931
J. M. Dever
Reg. of Deeds
Deputy