

## MORTGAGE RECORD 76

Reg. No. 1490

Fee Paid, \$ 15.00

FROM

Mary T. Emery, a widow,  
TO

The First National Bank, Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10th day of August A. D. 1931 at 9:05 o'clock A. M.

S. C. Cunningham

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this first day of July, in the year of our Lord, one thousand nine hundred and thirty-one between Mary T. Emery, a widow,

of Lawrence in the County of Douglas and State of Kansas

part y of the first part, and The First National Bank, Lawrence, Kansas. part y of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of Six Thousand and no/100 (\$6000.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does 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 South Forty-five (45) acres of the West Sixty (60) acres of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-nine (29), being that part of said Sixty (60) acres lying South of the center channel of Wakarusa Creek;

The West Sixty (60) acres of Southwest Quarter (SW $\frac{1}{4}$ ) and the South Forty-six and one fourth (46 $\frac{1}{4}$ ) acres of the East One Hundred (100) acres of the South-west Quarter (SW $\frac{1}{4}$ ) of Section Twenty-nine (29);

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-nine (29), Less Three (3) acres more or less in the Northwest corner thereof lying North and West of Wakarusa Creek;

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty nine (29), less Eight and one-fourth acres (8 $\frac{1}{4}$ ), more or less out of the East side thereof as described in deed to Robert A. Dean recorded in Book N page 482

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty (30);

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty-two (32) Less about 6 $\frac{1}{2}$  school Tr. in NW cor. thereof And That part of Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty (20), which lies East of the Wakarusa River and South of the lands formerly owned by A.D. Baldwin and Henry Heine and containing about Fifty-nine and one-half (59 $\frac{1}{2}$ ) acres, all being in Township Thirteen (13), Range Eighteen (18).

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 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 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 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 8% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six 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 July A. D. 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 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 and as 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 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 such 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 hereunto set her hand and seal the day and year last above written.

Mary T. Emery (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Connecticut }  
COUNTY OF Fairfield } ss. Norwalk

BE IT REMEMBERED, That on this 30th day of July A. D. 1931 before me, a

Notary Public in the aforesaid County and State, came

Legal Seal Mary T. Emery, a widow,

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 1st day of Feb'y 1936.

Sara E. Lane

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 31st day of June, 1935.

The First National Bank, Lawrence, Kas.  
By: George Locking, cashier Mortgagee. Owner.

This Release  
was written  
on the original  
Mortgage  
and is entered  
this 1st day  
of June 1935

W. A. Schellbach  
Reg. of Deeds  
Fred W. Schellbach  
Lawyer