

## MORTGAGE RECORD 76

Reg. No. 1626  
Fee Paid, \$ 3.75

FROM

Henry Stull and Tillie Stull  
TO

The Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of  
Nov. A. D. 1931, at 3:05 o'clock P. M.By *W. A. Schaal*Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 16th day of November, in the year of our Lord, one thousand nine hundred and thirty-one between Henry Stull and Tillie Stull, his wife,

of in the County of Douglas and State of Kansas  
part 1st of the first part, and The Lawrence National Bank part 2nd of the second part.WITNESSETH, That the said part 1st of the first part, in consideration of the sum of  
Fifteen hundred and no/100 ----- 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 2nd 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 Half (½) of the Southwest Fractional Quarter (¼) of Section Thirty (30), Township Twelve (12), Range Eighteen (18), less a tract of land in the South East corner thereof described as follows: Beginning at the South East corner of said South West Fractional Quarter (¼) of said Section Thirty (30); Thence West Three Hundred nine feet (309); Thence North Four hundred twenty-two and nine-tenths (422.9) feet; Thence East Three hundred nine (309) feet; Thence South Four hundred Twenty-two and nine-tenths (422.9) feet to the place of beginning, the land excepted containing three (3) acres, more or less, and the land conveyed containing sixty-three (63) acres, more or less.

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

And the said part 1st 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 of a good and indefeasible estate of inheritance, free and clear of all incumbrances subject to a first mortgage to the Federal Land Bank at Wichita, Kas. for \$2000.00

It is agreed between the parties hereto that the said part 1st 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 and by such insurance company as shall be specified and directed by the part 2nd of the second part, the loan, if any, made payable to the part 2nd 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 2nd 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  
Fifteen hundred 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 November 1931

and by the part 1st of the first part 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 2nd 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 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 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 2nd 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 thereon, 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 therein, and the surplus, if any there be, shall be paid by the part 2nd of the second part, on demand, to the first part 1st of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and of each and every obligation thereon 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 have hereunto set their hands and seals the day and year last above written.

Henry Stull (SEAL)

Tillie Stull (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 16 day of November A. D. 1931, before me, a

Notary Public in the aforesaid County and State, came

Henry Stull and Tillie Stull

to me personally known to be the same persons 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.

Legal Seal My commission expires on the 25 day of April 1935

W. A. Schaal  
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 8 day of August 1934

*Lawrence National Bank*  
Mortgagee. Owner.

W. A. Schaal, Not. Public

This Release  
was written  
on the original  
Mortgage.This Release  
was written  
on the original  
Mortgage.

*W. A. Schaal*  
Notary Public  
Deputy