

## MORTGAGE RECORD 76

Reg. No. 1691  
Fee Paid, \$ 2.50

FROM

George L. Lowm and wife  
TO

The Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of  
JAN. A. D. 1932, at 1:45 o'clock P.M.

Edw. E. Cummings

Register of Deeds.  
Deputy.

By

THIS INDENTURE, Made this 21st day of January, in the year of our Lord, one thousand nine hundred and thirty-two between  
George L. Lowm and Mary E. Lowm, his wife,  
of in the County of Douglas and State of Kansas  
parties of the first part, and The Lawrence National Bank  
parties of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand 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 parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southeast quarter of the Northeast quarter of Section 17, Township 13, Range 19, less a tract of 9.81 acres described as follows: beginning at a stone in the Southeast corner of the southeast quarter of the Northeast quarter of said Section 17, thence North 27.75 rods, thence South 81° West 84 rods to a stone, thence South 11.5 rods to a stone on the quarter section line, thence East 80 rods to beginning; Also a right of way 10 feet wide along the South bank of the Wakarusa River from the public road on the East side of said Section 17, westerly for a distance of about 10 rods to a ford connecting the above 9.81 acres with the land on the North side of Wakarusa River, excepting 4 acres of said tract of land in the Northeast corner thereof, divided from the remainder by the present channel of Wakarusa Creek. Also, beginning at a point which is 1931 feet south of the Northeast corner of the Northeast Quarter of Section 17, Township 13, Range 19, thence south on quarter section line to center of Wakarusa Creek, thence following the center of Wakarusa Creek to the South line of said quarter section, thence East on line to where Wakarusa Creek again enters the said quarter section, thence following center of Wakarusa Creek to the East line of the West Half of said quarter section, thence North on line to center of Wakarusa Creek, thence along center of Wakarusa Creek to intersect the center line of a proposed ditch, thence Southwest along said line to beginning, containing 22.3 acres, more or less.

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 owners of the premises above granted, and hold of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

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 parties 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of its interest. And in the event that said parties 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 parties 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

One 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 21st day of January 1932 and by its terms made payable to the parties 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 parties 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 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 parties 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 parties of the second part, making such sale, on demand, to the first parties of the first part.

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 survive 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.

George L. Lowm (SEAL)

Mary E. Lowm (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY of Douglas

BE IT REMEMBERED, That on this 27 day of January A. D. 1932, before me, a Notary Public in the aforesaid County and State, came

George L. Lowm and Mary E. Lowm his wife

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.

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 10 day of May 1934

Cap Seal Lawrence National Bank, Lawrence, Kansas  
W. A. Schaal Notary Public Mortgage Owner.

This Release was filed on the original of page 1 of the original of the 13 May 1934