

MORTGAGE RECORD 76

Reg. No. 1236
Fee Paid, \$ 12.50

FROM

Harold C. Constant and wife
TO

The First Savings Bank of Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of
July A. D. 19 32, at 10:35 clock A.M.By *Wendell J. Osterman* Register of Deeds.
Deputy.

THIS INDENTURE, Made this twenty-third day of June, 1932, in the year of our Lord, one thousand nine hundred and thirty-two between Harold C. Constant and Helen H. Constant, his wife,

of Lawrence in the County of Douglas and State of Kansas,
parties of the first part, and The First Savings Bank of Lawrence, Kansas,
parties of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
Five Thousand and no/100 (\$5000.00) ----- 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 party of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Commencing at a point marked with an iron pipe Two Hundred Thirty-five (235) feet South and One Hundred Sixty-five (165) feet West of the center of Section Thirty-six (36), Township Twelve (12), South, Range Nineteen (19) East, also marked with an iron pipe; thence North 5 degrees and 20 minutes East to a point marked with an iron pipe a distance of 45 feet, thence West 71 feet to a point marked with an iron pipe, thence South 23 degrees and 11 minutes West to a point marked with a Ford axle a distance of 218 feet, thence East 34 degrees and 50 minutes South to a point marked with a Ford axle and a distance of 42.5 feet, the point being on the North line of West Hills Terrace; thence in a Northeasterly direction and along the North line of West Hills Terrace, a distance of 145 feet to a point marked with a Ford axle, thence North 2 degrees and 10 minutes West to the point of beginning a distance of 96.6 feet, and containing Lot 5 West Hills Terrace. All in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 36, Township 12 S., Range 19 East of the 6th P. M.

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 owned 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 party of the second part, the loss, if any, made payable to the party 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 party 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
Five 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 23rd day of June 19 32 and by the parties of the first 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 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 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 party 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 party of the first part, on demand, to the first party of the second 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 inure to said parties of the first part, 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.

Harold C. Constant (SEAL)

Helen H. Constant (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }
COUNTY OF DOUGLAS }BE IT REMEMBERED, That on this 23rd day of June A. D. 19 32, before me, a
Notary Public in the aforesaid County and State, cameLegal Harold C. Constant, and Helen H. Constant, his wife
Seal to me personally known to be the same person as 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 27th day of January 19 35

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 15th day of August, 1932.

Conf
SealThe First Savings Bank of Lawrence, Kansas
Mortgagee. Owner.
By George Becking, Vice PresidentThis Release
was written
on the original
Mortgage
and is
correct
August
15th
1932

Harold C. Constant

Helen H. Constant

F. C. Whipple