MORTGAGE RECORD 76

Reg. No. _____ 1905

Fee Paid, $ ____ 5.00

MILS LITHO. CO. TOPEKA 80540

FROM

Arthur Braden and wife

TO

The Peoples State Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the _____16_____ day of _____July_____ A. D. 19_32_, at _1:30_ o'clock _P._ M.

Elsie E. Armstrong
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this ____ninth____ day of _____July_____, in the year of our Lord, one thousand nine hundred and ____thirty two____ between ____Arthur Braden and Cora G. Braden, his wife____

of ____Lexington,____ in the County of _____ and State of _____Kentucky_____ part __ies__ of the first part, and ____Peoples State Bank, Lawrence, Kansas____

_____ party ____ of the second part.

WITNESSETH, That the said part __ies__ of the first part, in consideration of the sum of _____
Two thousand 00/100 - - - - - - - - - - - - - - - - - - DOLLARS, to ____them____ duly paid, the receipt of which is hereby acknowledged, ha__ve__ sold, and by this indenture do____ 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:

Lot No. Nine (9) Oread Heights, a subdivision of the South 250 feet of Block no. Three (3) Oread Addition to the City of Lawrence

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

And the said part __ies__ of the first part do____ hereby covenant and agree that at the delivery hereof ____they are____ the lawful owner __s__ of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance____ ____whatsoever____

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part __ies__ 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 becomes 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 __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 __ies__ 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 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of _____
Two thousand ($2,000.00) - DOLLARS, according to the terms of ____one____ certain written obligation for the payment of said sum of money, executed on the ____9th____ day of ____July____ 19_32_ 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 sum 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 __ies__ 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 part __y__ of the second part ____or assigns____ _____ 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 overplus, if any there be, shall be paid by the part __y__ making such sale, on demand, to the first part __ies__.

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 part __ies__ of the first part have____ hereunto set_____ ____their____ hand__s__ and seal __s__ the day and year last above written.

_____ Arthur Braden _____ (SEAL)

_____ Cora G. Braden _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF _____Kentucky_____

COUNTY OF ____Fayette____ } ss.

BE IT REMEMBERED, That on this ____14____ day of _____July_____ A. D. 19_32_, before me, a ____Notary Public____ in the aforesaid County and State, came _____
Arthur Braden and Cora G. Braden

to me personally known to be the same person __s__ 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 ____9____ day of _____November_____ 19_32_

_____ Jessie M. Ledridge
Notary Public.

Legal

Seal

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 __29th__ day of _____Apr_____ 19_38_.

Peoples State Bank, Lawrence, Kans.
By T. J. Swaney Jr.
President

Mortgagee. Owner.

(Corp. Seal)

This Release was written on the original Mortgage entered this 29th day of Apr 1938

Harold A. Cook
Reg. of Deeds

For Extension & Release, See Book 77 Page 11
For Ext. may see Book 77 Page 511