

MORTGAGE RECORD 76

Reg. No. 1955

Fee Paid, \$ 3.50

FROM

Ernest A. Bigsby and Ethel M. Bigsby
TO

The First Savings Bank of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7th day of
Sept. A. D. 1932, at 9:55 o'clock A. M.*John C. Cunningham*

Register of Deeds.

By:

Deputy.

THIS INDENTURE, Made this first day of September, in the year of our Lord, one thousand nine hundred and thirty-two, between

Ernest A. Bigsby and Ethel M. Bigsby, 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
 Fourteen Hundred and no/100 (\$1400.00).....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 parties of the second part,
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point Two Hundred Eighty-three and 20/100 (283.20) feet West of the South-east corner of the North Five (5) acres of the North Fifteen (15) acres of the West Nineteen (19) acres of the Northwest Quarter (NW¹/₄) of the Southeast Quarter (SE¹/₄) Section Six (6), Township Thirteen (13) Range Twenty (20); thence North One Hundred Ten and 37/100 (110.37) feet; thence West Three Hundred Thirteen and 19/100 (113.19) feet, more or less to the East line of Barker Avenue; thence South Sixty and 37/100 (60.37) feet; thence East One Hundred Fifty-two (152) feet; thence South Fifty (50) feet; thence East One Hundred Thirty-one and 20/100 (131.20) feet to the place of beginning, being the West One-half (1/2) of the Tract designated on the Plat of Spaldings Subdivision as Lot Numbered Two (2).

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 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 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 pay 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

Fourteen Hundred and no/100

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the first day of September, 1932, and by the parties of the first part, the 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 the 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 secure 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 provided by law and out of all money 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 parties of the first part, making such sale, on demand, to the first parties 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, 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 hands and seal, the day and year last above written.

Ernest A. Bigsby (SEAL)

Ethel M. Bigsby (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 6th day of September, A. D. 1932, before me, a

Notary Public in the aforesaid County and State, came

Ernest A. Bigsby and Ethel M. Bigsby, his wife,

Legal Seal

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 14 day of January, 1935.

Leona R. Pippert 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 12th day of July, 1934.

The First Savings Bank
Lawrence, Kansas
Corp. Seal

By F. C. W. Rippel
Cashier
Mortgage Owner.

This Release
was written
on the original
Mortgage
entered
the 12th day
of July,
1934.

State Librarian
Not. of Deeds
C. W. Rippel
Deputy