

MORTGAGE RECORD 76

Reg. No. 1967
Fee Paid, \$ 2.50

FROM

Lloyd Duffee and wife
TO

The First Savings Bank of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of
Sept. A. D. 1932, at 3:50 o'clock P. M.By Walter E. Armstrong Register of Deeds
Guaranteed Testerman Deputy.

THIS INDENTURE, Made this first day of September, in the year of our Lord, one thousand nine hundred and thirty-two, between Lloyd Duffee and Estelle E. Duffee, 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, part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand and no/100 (\$1000.00) ----- 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:

Begin at the Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Six (6), Township Thirteen (13), Range Nineteen (19); thence West 1481 feet; thence South 25° 13' East 272 feet; thence South 14° 42' East 64 feet; thence South 25° 18' West 66 feet; thence South 65° 49' West 177 feet; thence South 4° 48' West 190 feet; thence South 22° 18' West 160 feet; thence South 6° 12' East 557 feet; thence South 24° 18' West 260 feet; thence South 58° 42' East 400 feet; thence South on 80 rod line to the South line of said Quarter section; thence East 80 rods; thence North 160 rods to place of beginning, containing Eighty-eight and seventy-five hundredths (88.75) 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 owner of the premises above granted, and aimed 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 said 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 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 first day of September, 1932, and by the parties 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 parties of the first 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 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, making such sale, on demand, to the first party 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 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 on the day and year last above written.

Lloyd Duffee (SEAL)

Estelle E. Duffee (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } ss.

BE IT REMEMBERED, That on this 23rd day of September, A. D. 1932, before me, a Notary Public in the aforesaid County and State, came

Legal Lloyd Duffee and Estelle E. Duffee, his wife, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

Seal 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 27 day of January, 1935.

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 10th day of November, 1937.

(CORP. SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE, KANSAS
By F. C. Whipple, Vice President, Owner.

This Release was written on the original Mortgage, entered this 10th day of November, 1937, at Lawrence, Kansas.
F. C. Whipple
Notary Public

For Release see book 79 Page 511
Filing the Book 85 Page 19
See Affidavit in Book 14 Page 58