

MORTGAGE RECORD 76

Reg. No. 1979

Fee Paid, \$ 13.25

FROM

Morgan G. Robertson and wife
TO

The Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13th day of
Oct. A. D. 1932, at 10 o'clock P. M.

S. E. Ambling

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 13th day of October, in the year of our Lord, one thousand nine hundred and thirty-two between Morgan G. Robertson and Jennie B. Robertson, his wife,of in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence National Bank,
Lawrence, Kansas part 2^d of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
Five thousand three hundred 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:

The South Half (S¹) of the Southeast Quarter (SE¹) of Section Twenty-four (24), Township Twelve (12), Range Nineteen (19), except a tract described as follows: Beginning at the Southwest corner of the North Half (N¹) of said quarter section and running thence East along the South line of said North Half (N¹) forty-nine (49) rods; thence South two (2) rods and twenty (20) links; thence West forty-nine (49) rods; thence North two (2) rods and twenty (20) links to the place of beginning.

Also: Beginning at the Northeast corner of the Northeast Quarter (NE¹) of Section Twenty-five (25), Township Twelve (12), Range Nineteen (19), and running South on the section line to the center of Brewery Brook; thence Northwesterly along the center of said Brook to the North line of said quarter section; thence East on section line to place of beginning, containing 6.46 acres, more or less. Also Lot Two (2), of Section Nineteen (19), Township Twelve (12), Range Twenty (20), also that part of Lot One (1), Section Thirty (30), Township Twelve (12), Range Twenty (20) lying and being north of the center of Brewery Brook, all East of the sixth principal meridian, all subject to and excepting the rights of way so sued and occupied by the Atchison, Topeka and Santa Fe Railway Company.

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 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 each 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 the 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 three hundred DOLLARS.according to the terms of the certain written obligation for the payment of said sum of money, executed on the 13th day of October, 1932, and by 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 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 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 provided by law and out of all money arising from such sale to reach 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 second part, making such sale, on demand, to the first parties.

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 hand and seal on the day and year last above written.

Morgan G. Robertson (SEAL)

Jennie B. Robertson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF DouglasBE IT REMEMBERED, That on this 13th day of October, A. D. 1932, before me, a

Notary Public in the aforesaid County and State, came

Legal Morgan G. Robertson and Jennie B. Robertson

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 25th 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 25th day of October, 1935.

Conf. Seal

Lawrence National Bank, Lawrence, Kansas
Mortgagee. Owner.
S. E. Walter vice Pres.

This Release
was written
on the original
Mortgage
entered
this 13th day
of October
1932.

Handwritten
Reg. of Deeds
F. W. Kohn
Deputy