

MORTGAGE RECORD 76

Reg. No. 2200
Fee Paid, \$ 6.50

FROM

Winfred M. Newmark and wife
TO

The First Savings Bank of Lawrence, Kans.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24th day of
July A. D. 1933, at 9:45 o'clock A. M.*E. C. Whipple*

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this first day of July, in the year of our Lord, one thousand nine hundred and thirty-three, between Winfred M. Newmark and Winnie Newmark, 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
Twenty-six Hundred and no/100 (\$2600.00) ----- 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 part-
ies of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:A tract of land in the Southwest Quarter (SW¹), Section Thirty-one (31), Township Twelve (12), Range
Twenty (20), on Rhode Island Street in the City of Lawrence, described as follows: Beginning at a
point in the East line of New Hampshire Street in the City of Lawrence produced South Two Hundred
Eighteen (218) feet from the North line of Adams (now Fourteenth) Street in said City; thence running
East parallel with said North line of Adams Street, Two Hundred Fifty (250) feet to the West line of
Rhode Island Street produced South; thence running South on said produced West line of Rhode Island
Street, Forty-six and one-fourth (46¹/₄) feet; thence West One Hundred Twenty-five (125) feet; thence
North Forty-six and one-fourth (46¹/₄) feet, being Forty-six and one-fourth (46¹/₄) feet front on Rhode
Island Street, in the City of Lawrence.Also: The South Thirty-three (33) feet of Lot Numbered One Hundred Forty-six (146) and all of Lot
One Hundred Forty-eight (148) on Rhode Island Street, in the City of Lawrence.

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 incumbrances.

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 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 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
Twenty-six Hundred and no/100 ----- (\$2600.00) ----- DOLLARS
according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of July, 1933and by its 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 provided, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created thereby, 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 it is found that the parties of the second part shall become
absent, 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 parties of the second partto 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 surplus, if any there be, shall be paid by the parties 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 of each and every obligation thereon 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.

Winfred M. Newmark

(SEAL)

Minnie Newmark

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS

ss.

BE IT REMEMBERED, That on this 22nd day of July A. D. 1933, before me, a
Notary Public in the aforesaid County and State, came

Winfred M. Newmark and Minnie Newmark, his wife,

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 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 9th day of March, 1934*(C. L. L.)*The First National Bank of Lawrence, Kansas
By F. C. Whipple Vice Pres. Mortgage Owner.For 5.00 per Book 76 Page 582
In money fee same 45.00 - 45.00This instrument was
filed with the
original
Mortgage
entered
this 9th day
of March
1934
F. C. Whipple
Reg. of Deeds.