

MORTGAGE RECORD 76

Reg. No. 2207  
Fee Paid, \$ 2.50

FROM

Ellen M. Smith and husband  
TO

Peoples State Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31<sup>st</sup> day of July A. D. 19 33, at 4:20 o'clock P.M.

By: *E. E. Cummings* Register of Deeds  
Deputy.

THIS INDENTURE, Made this eighteenth day of July, in the year of our Lord, one thousand nine hundred and thirty three between Ellen M. Smith and J. J. Smith, her husband

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Peoples State Bank, 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 00/100 ----- 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 y of the second part, the following described real estate situated and lying in the County of Douglas and State of Kansas, to-wit:

Commencing at the South West corner of Lot No. One Hundred Forty Four (144) on Kentucky Street, in the City of Lawrence, thence running North 40 feet, thence East 95 feet, thence South 40 feet, thence West 95 feet to the place of beginning in the City of Lawrence, according to the recorded plat thereof

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State of Kansas }  
County of Clay } SS:

BE IT REMEMBERED, That on this 29 day of July A. D. 1933 before me, a Notary Public in the aforesaid County and State, came J. J. Smith, husband of Ellen M. Smith to me personally known to be the same person 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.

Legal Seal  
My Commission Expires on the 17 day of July 1935

Geo. H. Hoefer  
Notary Public

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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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances 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 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 becomes due and payable, and that they will up 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 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 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 One thousand (\$1,000.00) ----- 00/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 18th day of July 19 33 and by the parties of the first part 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 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 mortgage shall become absolute, and the whole sum remaine 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 parties 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 surplus, 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 first 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 seals the day and year last above written.

Ellen M. Smith (SEAL)  
J. J. Smith (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas }  
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 28th day of July A. D. 19 33, before me, a Notary Public in the aforesaid County and State, came Ellen M. Smith

Legal

Seal

to me personally known to be the same person 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 22nd day of March 19 34.

T. J. Sweeney Jr. Notary Public.

RELEASE

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 17th day of July 1937

(Corp. Seal)

*Peoples State Bank, Lawrence, Kansas*  
S. A. Wood Mortgage Owner

See Enclosing Pkts. See Book 77-Reg. 2-257

This Release was written on the original mortgage entered this 17th day of July 1937  
*Harold D. Beck*  
Reg. of Deeds.