

MORTGAGE RECORD 76

Reg. No. 2210

Fee Paid, \$ 7.50

FROM

George Hedrick and Mildred Hedrick, his wife

TO

The First Savings Bank of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of Aug. A. D. 1933, at 11:40 A. M.

By *P. C. Whipple*

Register of Deeds.

Deputy:

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

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The First Savings Bank, Lawrence, Kansas, part of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand and no/100 (\$3000.00).....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:

The North part of Lot Nineteen (19), Block Five (5), West Hills, described as follows: Beginning at a point marked by a 3rd Aile and located Eight Hundred Sixty-seven (867) feet South and Nine Hundred Fifty and 84/100 (950.84) feet West of the center of Section Thirty-six (36), Township Twelve (12) South, Range Nineteen (19) East; thence East One Hundred Forty and 43/100 (140.43) feet, thence Northerly along the West boundary of Emory Road Twenty-four and 3/10 (24.3) feet; thence bearing westerly along a curve of Forty (40) feet radius Fifty-one and 7/10 (51.7) feet; thence bearing northerly along a curve of Four Hundred Twenty (420) feet radius Eighty (80) feet to the north corner of said Lot Nineteen (19), Block Five (5), West Hills, thence South Forty-one degrees and Fifteen minutes (41°15') West Ninety-three and 4/10 (93.4) feet to a point Eight (8) feet West of the Northwest corner of said Lot Nineteen (19), Block Five (5), West Hills, thence East Eight (8) feet, thence South Forty-five (45) feet to the point of beginning, Also: Beginning at the point marking the beginning of the above described tract, thence North Forty-five (45) feet, thence West Eight (8) feet, thence South Forty-five (45) feet, thence East Eight (8) feet to the point of beginning.

with the appurtenances and all the estate, title and interest of the said part 1st. of the first part therein.

And the said part 1st. of the first part do hereby covenant and agree that as 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 part 1st. 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 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 part 2nd. of the second part, the loss, if any, made payable to the part 2nd. of the second part to the extent of its interest. And in the event that said part 1st. 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 part 2nd. 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 Three 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 August, 1933

and by its terms made payable to the part 2nd. 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 part 2nd. 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 part 1st. of the first part shall fail to pay the same as provided in this indenture, 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 and 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 part 2nd. 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 thereon; 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 repay 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 part 2nd. making such sale, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provisions of the 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 part 1st. of the first part has hereunto set their hands and seals the day and year last above written.

George Hedrick (SEAL)

Mildred Hedrick (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 11th day of August A. D. 1933, before me, a Notary Public in the aforesaid County and State, came

George Hedrick and Mildred Hedrick, his wife,

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

Legal 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

P. 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 1st day of August 1935

(Corp. Seal)

The First Savings Bank of Lawrence, Kansas

Mortgage.

Owner.

This Release was written in the original Mortgage entered on the 4th day of August 1935 at Lawrence, Kansas. P. C. Whipple Reg. of Deeds.