

MORTGAGE RECORD 76

Reg. No. 2250
Fee Paid, \$ 20.00

FROM

Mary J. Metsker and husband
TO

The Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9th day of
Oct. A. D. 1933, at 11:45 o'clock P. M.

C. E. Cunningham

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 9th day of October in the year of our Lord, one thousand nine hundred and thirty-three between Mary J. Metsker and Henry Metsker, her husband,of _____ in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence National Bank,
Lawrence, Kansas _____ of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
Eight thousand and no/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 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 Northwest Quarter of Section Eleven (11), the Southwest Quarter of Section Two (2), the West Half of the Southeast Quarter of Section Two (2), the North Half of the Northeast Quarter of Section Ten (10) and Sixty (60) acres off the West side of the Northeast Fractional Quarter (NE 1/4) of Section Two (2), Also Eighty (80) acres more or less, in the West Half (W 1/2) of the Northeast Quarter of Section Eleven (11), less the two following described tracts: beginning at the Northeast corner of the West Half of the Northeast Quarter of Section Eleven (11), South on section line 1820 feet; West 578 feet, North 90° 20', East 708 feet; North 5° 20' West 1060 feet; east 248 feet to beginning containing 15.19 acres, more or less, and also less, beginning 1820 feet South of the Northeast corner of West Half of said Northeast quarter, South on Section line 520 feet; West 840 feet; North 9° 20' East 862 feet; East 578 feet to beginning (said West 1/2 of said N.E. 1/4 Section 11, containing less 2 said tracts, 52 acres more or less)

Above described land containing in all five hundred ninety-two (592) acres all in Township Fourteen (14), Range Eighteen (18), Douglas County, Kansas.

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 incumbrance

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 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 \$1000.00. And in the event that said party 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 6% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
Eight 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 9th day of October 1933.

and by the terms made payable to the party 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 the conveyance shall be void if each 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 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 or said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then the 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 mortgage 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 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 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.

Mary J. Metsker (SEAL)

Henry Metsker (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY of Douglas ss.BE IT REMEMBERED, That on this 9th day of October A. D. 1933, before me, a

Legal Notary Public in the aforesaid County and State, came

Mary J. Metsker and Henry Metsker her husband

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. Scheel

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 24th day of November, 1936.

Conf. line

Lawrence National Bank, Lawrence, Kansas
C. W. Kuhns Cashier Mortgage Owner.

This Release
was written
on the original
Mortgage
and filed
in the
Register of
Deeds
on the 24th day
of November
1936

Harold A. Reek
Reg. of Deeds
John E. Kahn