

MORTGAGE RECORD 76

Reg. No. 2284
Fee Paid, \$ 26.25

FROM

George R. Frazier and wife
TO

The Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4th day of
Dec. A. D. 1933, at 9:10 o'clock A. M.By *John E. Conley* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 18th day of November, in the year of our Lord, one thousand nine hundred and thirty-three between George R. Frazier and Anna M. Frazier, his wife,

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence National Bank
Lawrence, Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of Ten thousand five hundred 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:

Lots Thirty and Thirty-two (30 and 32) on Pennsylvania Street, Lawrence, Kansas, including machinery and equipment, and all improvements on said lots.

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 at the delivery hereof they are the lawful owner of the premises above granted, and mixed of a good and indefeasible title 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 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 part 2^d of the second part, the loss, if any, made payable to the part 2^d 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 2^d 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 Ten thousand five hundred and no/100- DOLLARS, to be paid by the part 1st. of the first part to the part 2^d of the second part, according to the terms of two field notes signed only by George R. Frazier on the 18th day of November 1933.and by their terms made payable to the part 2^d 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 2^d 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 discharge. 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 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 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 2^d 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 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 part 2^d of the second part to the demand to the first part 1st.

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 part 1st. of the first part has hereunto set their hand and seal on the day and year last above written.

George R. Frazier (SEAL)

Anna M. Frazier (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 2nd day of December A. D. 1933, before me, a Notary Public in the aforesaid County and State, came,

Legal George R. Frazier and Anna M. Frazier his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

Seal IN WITNESS WHEREOF, I have hereto subscribed my name, and affixed my official seal on the day and year last above written. My commission expires on the 21st day of May 1935.

E. F. Huddleston 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 18 day of December 1933.

(Copy Seal)

The Lawrence National Bank
Register of Deeds, Lawrence, Kansas
Mortgagee. Owner.This Release was written on the original Mortgage entered this 18 day of Dec 1933. *John E. Conley* Reg. of Deeds. *Ruth Hudson* Deputy.