

MORTGAGE RECORD 76

Reg. No. 2389

Fee Paid, \$ 5.50

MILLER, DE TOPP, 60140

FROM

Maudie Hiles
TO

The Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of Feb. A.D. 1934, at 5:50 o'clock P.M.

G. S. Conditary

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 2nd day of January, in the year of our Lord, one thousand nine hundred and thirty-four between Maudie Hiles, a widow,

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

WITNESSETH, That the said party of the first part, in consideration of the sum of Twenty-two hundred and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do sell, Grant, Bargain, Sell and Mortgage to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot No. Fifteen (15) the Fair Grounds Addition, in addition to the City of Lawrence, Kansas, known as 2138 Kentucky Street.

Also, the East Half (2 1/2) of the Northeast Quarter (NE 1/4) of Section Five (5), Township Fourteen (14), Range Eighteen (18), except a certain tract of land described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) of said Section Five (5), Township Fourteen (14), Range Eighteen (18), thence North on the East line 36 rods, thence West 8 1/3 rods, thence South to the center of Rock Creek, thence along the bed of Rock Creek 25 rods to the east line of J. L. Moss land, the same being 33 1/3 rods due west from the East line of said Section Five (5), thence due South along the east line of said land owned by John L. Moss to the South line of said Northeast Quarter Section thence East 33 1/3 rods to the place of beginning containing sixteen and one-fourth (16 1/4) acres, all of said land containing in the aggregate 65 acres in Douglas County, Kansas.

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

And the said party of the first part do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and 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 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 she 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 of the second part, the loss, if any, made payable to the part of the second part to the extent of its interest. And in the event that said part 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 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-two hundred and no/100 DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 2nd day of January 1934 and by its terms made payable by the part 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 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 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment is 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 paid when the same become due and payable, 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 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 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 then be, shall be paid by the part of the second part, making such sale, on demand, to 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 part of the first part has hereunto set her hand and seal the day and year last above written.

Maudie Hiles

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED, That on this 3rd day of January A.D. 1934, before me, a Notary Public in the aforesaid County and State, came

Maudie Hiles

Legal

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 hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 25 day of January 1934.

Geo. W. Kuhnle

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 7th day of April 1937.

Conf. Seal

Lawrence National Bank, Lawrence, Kansas
By Geo. D. Walter, Vice Pres. Mortgage Owner.

This Release was written on the original Mortgage.

entered this 8th day of April 1937.

Heckelbach

Reg. of Deeds.

Hankins

Reside