

MORTGAGE RECORD 76

Reg. No. 2333

Fee Paid, \$ 15.00

FROM

Ralph Ward and wife
TO

The Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of Feb. A. D. 1924, at 1:35 o'clock P. M.

Geo. W. Kuhne

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 15th day of February in the year of our Lord, one thousand nine hundred and thirty-four between Ralph Ward and Mabel M. Ward, 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 part Y of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Six 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:

Commencing at a point fourteen (14) rods East of the Northwest corner of the Northeast Quarter (NE 1/4) of Section Six (6), Township Thirteen (13), Range Twenty (20), in Douglas County, Kansas, thence East twenty-four (24) rods, thence South twenty-eight (28) rods, two (2) inches, thence West twenty-four (24) rods, thence North twenty-eight (28) rods, two (2) inches, to the place 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 at the delivery hereof they are the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance, free and clear of all incumbrances

and that they will warrant and defend the same against all parties making lawful claim therein.

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 Y of the second part, the loss, if any, made payable to the part Y 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 Y 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 Six 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 15th day of February 1924, and by the same terms made payable to the part Y 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 Y of the second part shall fail to pay the same as provided in this indenture.

And this mortgage 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 paid when the same become due and payable, or if the mortgage is not kept up as provided herein, or if the holder 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 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 Y 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 part Y making such sale, on demand, to the first parties.

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.

Ralph Ward (SEAL)

Mabel M. Ward (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas ss.

BE IT REMEMBERED, That on this 15 day of Feb. A. D. 1924, before me, a Notary Public in the aforesaid County and State, came

Legal Ralph Ward and Mabel M. Ward his wife
to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

Seri 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 1935

Geo. W. Kuhne
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 13 day of April 1924

(Corp. Seal)

Lawrence National Bank Lawrence, Kansas
Geo. W. Kuhne Cashier Mortgagee. Owner.This Release
was written
on the original
Mortgage
entered
this 15 day
of Feb. 1924
Barnes & Co. Reg. of Deeds.