

MORTGAGE RECORD 76

Reg. No. 2374
Fee Paid, \$ 5.00

FROM

J. H. Saunders and wife
TO

The Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 19 day of April A. D. 1934, at 5:00 o'clock P. M.
By *E. A. Schaal* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 13th day of April in the year of our Lord, one thousand nine hundred and thirty-four between J. H. Saunders and Yvonne Saunders, 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 party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two 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 East Four (4) acres of Lot One (1) in Section Thirty-two (32), Township Twelve (12), Range Twenty (20), said Lot being the East fractional half of the Northeast fractional Quarter of said Section 32, Township 12, Range 20, lying south of the Kansas River.

All that portion of Lot Four (4) in Section Thirty-three (33), Township Twelve (12), Range Twenty (20), lying directly east of said Lot 1 in Section 32, less that part of said Lot Four (4) deeded to William Schanke in Deed Book 68, Page 545 and otherwise described as that part of the Southwest fractional quarter of the Northwest quarter of Section 33, Township 12, Range 20, including that part known as the Island in Kansas River.

Commencing at the Northeast corner of the Southeast quarter, Section 32, Township 12, Range 20, thence South on section line 4 chains 12 $\frac{1}{2}$ links, thence North 75 $\frac{1}{2}$ degrees West 4 chains 77 links; thence North 2 chains and 90 links, thence East 4 chains, 60 links to the place of beginning, containing one and sixty one hundredths (1.61) acres more or less.

It being the intention of this mortgage to convey and this mortgage does convey all the real estate owned and in my possession and including all real estate purchased from the Beetz heirs and all the land added thereto by changes in the current of the Kansas River, situated in Section 32-33, Township 12, Range 20, 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 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 therein.

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 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said parties 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 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two 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 13th day of April 1934 and by its 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 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 this conveyance 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 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 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 party of the second part.

to take possession of the said premises and all the improvements thereon in the manner provided therein for the purpose of selling the same to satisfy the debt secured hereby, 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 prescribed by law and out of all money 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 party of the second part, 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 such every obligation therein contained, and all benefits accruing therefrom shall extend and more to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year last above written.

J. H. Saunders (SEAL)

Yvonne Saunders (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 19 day of April A. D. 1934, before me, a Notary Public in the aforesaid County and State, came

Legal J. H. Saunders and Yvonne Saunders his wife

to me personally known to be the same person as 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.

Seal My commission expires on the 25 day of April 1935.

W. A. Schaal 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 3 day of May 1939

(Corp. Seal)

By *Lawrence National Bank* Mortgagee. Owner.

RECORDED IN BOOK 68, PAGE 545, of the Official Court of Douglas County, Kansas, and the same is duly recorded in Journal 39 at page 111.

This Release was written on the original Mortgage entered this 3 day of May 1939
W. A. Schaal
Rep. of Deeds.
Deputy