

MORTGAGE RECORD 76

Reg. No. 2387
Fee Paid, \$ 6.75

Mortgage Record 626

FROM

Andrew Elmer Metsker and wife
TO

The Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8th day of

May A. D. 1934, at 4:30 o'clock P. M.

E. C. Cunningham

Register of Deeds.
Deputy.

THIS INDENTURE, Made this 8th day of May, in the year of our Lord, one thousand nine hundred and thirty-four, between Andrew Elmer Metsker and Florence Metsker, his wife,

of 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 parties of the first part, in consideration of the sum of
Thirty-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 part y of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Thirteen (13), Township Fourteen (14), Range
Eighteen (18), Douglas County, Kansas, containing one hundred sixty acres (160),
more or less, less one acre for school purposes.
Also the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13),
Township Fourteen (14), Range Eighteen (18), Douglas County, Kansas, containing
eighty (80) acres, more or less.

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
meined 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 part 108 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 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 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 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
Thirty-five 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 8th day of May 1934,
and by its terms made payable to the part y 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 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 108 of the first part shall fail to pay the same as provided in this indenture.

And the conveyance shall be void if such 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 mortgage 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 there is a default in the payment of any of the money so advanced,
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
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 y making such sale, on
demand, to the first part 108.

It is agreed by the parties hereto that the terms and provisions of this indenture and such and 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 hereto.

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

Andrew Elmer Metsker (SEAL)

Florence Metsker (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 8th day of May A. D. 1934, before me, a

Notary Public in the aforesaid County and State, came

Legal Andrew Elmer Metsker and Florence Metsker 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 hereunto subscribed my name, and affixed my official seal on the day and year last

My commission expires on the 25 day of January 1938.

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 22 day of May 1934.

(Corp. Seal)

Lawrence National Bank
By E. C. Cunningham, Vice President
Mortgage Owner.

This Release
was written
on the original
Mortgage
entered
this 8th day
of May
1934
H. C. Cunningham
Reg. of Deeds.