

## MORTGAGE RECORD 76

Reg. No. 2426  
Fee Paid, \$ 7.50

FROM

Esther Wilson  
TO

Peoples State Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26<sup>th</sup> day of  
June A. D. 1934, at 1:45 o'clock P.M.*Edna E. Sweeney*Register of Deeds.  
Deputy.

By \_\_\_\_\_

THIS INDENTURE, Made this twenty eighth day of June in the year of our Lord, one thousand nine hundred and thirty four between Esther Wilson, a single woman

of Lawrence, in the County of Douglas and State of Kansas  
part y of the first part, and Peoples State Bank, Lawrence, Kansas party of the second part.WITNESSETH, That the said part y of the first part, in consideration of the sum of  
Three thousand 00/100 ----- DOLLARS, to her duly paid, the receipt of  
which is hereby acknowledged, has sold, and by this indenture does 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:Commencing 770 feet South and 30 feet West of the North East corner of Section 1, Township 13, Range  
19, thence West 135 feet, thence North 10 feet, thence West 12 feet, thence South 75 feet, thence  
East 147 feet, thence North 65 feet to the place of beginning

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

And the said part y 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  
seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

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 y 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 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 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 y 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 6% from the date of payment until fully repaid.THIS GRANT is intended as a mortgage to secure the payment of the sum of  
Three thousand 00/100 ----- DOLLARS.according to the terms of one certain written obligation for the payment of said sum of money, executed on the 26th day of June 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 y of the first part shall fail to pay the same as provided in this indenture.It is covenanted that the part y of the second part shall, in the event of default by the part y of the first part, in the payment of said sum of money, or in the payment of any sum or  
sums of money advanced by the said part y of the second part, or in the payment of any taxes or insurance, or in the payment of any sum or sums of money advanced by 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 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 y.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 y of the first part has hereunto set her hand and seal the day and year last  
above written.

Esther Wilson (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 26th day of June A. D. 1934, before me, a

Legal Notary Public in the aforesaid County and State, came

Esther Wilson, a single woman

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 22nd day of March 1938

T. J. Sweeney Jr. 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 26th day of January 1937

(Corp. Seal)

by T. J. Sweeney Jr., President  
Peoples State Bank, Lawrence, Kansas  
Mortgagee. Owner.This Release  
was written  
on the original  
Mortgage  
entered  
this 26th day  
of January  
1937  
Haskell R. Sweeney  
Reg. of Deeds.