

MORTGAGE RECORD No. 77

MORTGAGE

THIS INDENTURE, Made this thirteenth day of December in the year of our Lord nineteen hundred thirty-two, between George W. Husted and Belle Doll Husted, husband and wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and THE FIRST NATIONAL BANK, a banking corporation of Lawrence, Kansas, of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, Agreement and advancements hereinafter specified to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell, and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot Number Twenty-two (22) in Block Twenty-three (23), Sinclair's Addition to the City of Lawrence, Kansas. Lot Number Eleven (11) in Block Nine (9), Crend Addition to the City of Lawrence, Kansas. The East 40 acres of the South 50 acres of the East Half of the Northwest Quarter of Section 24, Township 19, Range 19, and the North 50 acres of the Northwest Quarter of the Northwest Quarter of Section 24, Township 19, Range 19; Also beginning at the Northwest corner of Lot 1, in the Northeast Fractional Quarter of Section 24, Township 19, Range 19, thence South on West line of said Lot 1 Eighty (80) rods, thence East on South line of said Lot 1, 27.70 chains to West line of land conveyed to Wm. Gibson by deed recorded in Book 17, Page 68, of Deeds in said County records, thence North along said Gibson's West line to the Southeast corner of the Kansas River, thence Northwesterly following the meandering of said stream to the North line of said Quarter Section, thence West along said North line of said Quarter Section to place of beginning, less right of way of Kansas City and Topeka and Western Railway and Pacific Mutual Telegraph Company; Also commencing at the Southeast corner of the Northeast Quarter of Section 24, Township 19, Range 19, thence running North 10 chains and 50 links to the Bank of the Kansas River, be the same more or less, thence North 32 degrees, West 23 chains and 20 links to a stake, thence South parallel with the East line of said Quarter Section 30 chains and 32 links to the South line of said Quarter Section, thence East 12 chains and 30 links to the place of beginning, except 9.22 acres heretofore deeded by William T. Sinclair to A. R. Maxwell described in said deed as follows to-wit: Commencing 395 feet West and 14 feet North of the Southeast corner of Lot 3 in said section 24, thence West 116.8 feet, thence North 1301 feet, thence East 208.4 feet, thence South 671 feet, thence East 208.4 feet, thence South 530 feet to the place of beginning; containing in all 140 acres, more or less.

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

And the said George W. Husted and Belle Doll Husted, husband and wife, do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of record for \$8000.00, recorded in Book 74, Page 557, of the records of Douglas County, Kansas.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid, it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed sealed and delivered in presence of

George W. Husted (SEAL)
Belle Doll Husted (SEAL)

State of Kansas }
Douglas County, } SS:

BE IT REMEMBERED, That on this 17th day of December A. D. 1932 before me, the undersigned, a Notary Public, in and for said County and State, came George W. Husted and Belle Doll Husted, husband and wife, to me personally known to be the same persons who executed the foregoing instrument of writing, 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.

Legal Seal
My Commission Expires January 27, 1935

F. C. Whipple
Notary Public

Recorded Dec. 20th, A. D. 1932 at 9:00 A. M.

E. C. Lawrence Register of Deeds

The following is ordered on the original instrument.

Recorded - June 29 - 1934

State E. Armstrong
Enclosed in Notary's File

The First National Bank.
By *E. C. Lawrence* Vice President

Reg. No. 2027
See File 1010

The only thing decided by the law, there was no dispute. By the way, the mortgage is hereby released and the lien thereon is hereby extinguished. By the way, the mortgage is hereby released and the lien thereon is hereby extinguished. By the way, the mortgage is hereby released and the lien thereon is hereby extinguished.