

# MORTGAGE RECORD No. 79

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## MORTGAGE

THIS INDENTURE, Made this fifth day of March in the year of our Lord nineteen hundred thirty-four, between Braddie H. Powell and Lola Powell, his 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:

The Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Twenty-Four (24), Township Fourteen (14), Range Eighteen (18), excepting therefrom a parcel Seven (7) rods North and South by Eleven and one-half (11<sup>1</sup>/<sub>2</sub>) rods East and West in the Northeast corner of said Quarter Section containing about half (1/2) an acre; also excepting Eleven and one-fourth (11<sup>1</sup>/<sub>4</sub>) acres more or less in the Southwest corner of said Quarter Section, being that portion thereof lying South of the county road in Douglas County, Kansas. Also, the North One Hundred Twenty (120) acres of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>), and the South Fifty (50) acres of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>), all in Section Twelve (12), Township Fourteen (14), Range Eighteen (18), Douglas County, Kansas.

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

And the said Braddie H. Powell and Lola Powell, his wife, 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.

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

Bradford H. Powell (SEAL)  
Braddie H. Powell (SEAL)  
Lola Powell (SEAL)

STATE OF KANSAS }  
Douglas County, } ss:

BE IT REMEMBERED, That on this 8th day of March A. D. 1934 before me, the undersigned, a Notary Public, in and for said County and State, came Braddie H. Powell and Lola Powell, his 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 March 14", A. D. 1934 at 3:50 P. M.

*Braddie H. Powell* Register of Deeds

## SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Victor H. Solberg on the South 100 acres of the SW<sup>1</sup>/<sub>4</sub> Sec. 6, Tp. 14, Rg. 19 dated the 13th day of July, A. D. 1932, which is recorded in Book 77 of Mortgages, page 554, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 16th day of March, A. D. 1934.

Legal Seal

THE FIRST NATIONAL BANK  
Lawrence, Kansas,  
By F. C. Whipple  
Vice President.

STATE OF KANSAS, }  
Douglas County, } ss.

BE IT REMEMBERED, That on this 16th day of March A. D. 1934, before me Leona R. Pippert a Notary

Reg. No. 2352  
Fee Paid 27<sup>00</sup>

*Braddie H. Powell*  
*Lola Powell*

*The following is certified on the original instrument  
The same having been described having been paid in full, the mortgage is hereby  
released and the lien thereby created discharged.  
As witness my hand and the seal of my office this 14th day of March 1934.  
F. C. Whipple  
Notary Public.*