

MORTGAGE RECORD 80

Reg. No. 2509

Fee Paid, \$ 1.75

FROM

Edwin O. Edgar and wife
TO

THE LAWRENCE NATIONAL BANK Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

Oct. A. D. 1934, at 4:35 o'clock P. M.

Edwin O. Edgar

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 8th day of October, in the year of our Lord, one thousand nine hundred and Thirty-Four between Edwin O. Edgar and Alyce M. Edgar, 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 _____ 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:

Lot No. Seventy-four (74) in Block No. Thirty-three (33) and Lot One hundred three (103) in Block Thirty-three (33) in that part of the City of Lawrence, known as West Lawrence.

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

And the said party _____ hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and waived 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 thereto.

It is agreed between the parties hereto that the party _____ 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 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 _____ Dollars, according to the terms of 2 certain written obligation \$ for the payment of said sums of money, executed on the 8th day of October 1934 and by _____ 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 with interest thereon as herein provided, in the event that said party _____ 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 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 insurance 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, the buildings on said real estate are, and all of the obligations provided for in said written obligation, for the security of which the 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 have and improve the same 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 overplus, if any there be, shall be paid by the party _____ 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 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 parties of the first part have hereunto set their hand and seals the day and year last above written.

Edwin O. Edgar

(SEAL)

Alyce M. Edgar

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

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

Legal

Notary Public in the aforesaid County and State, came

Legal

Seal

Edwin O. Edgar and Alyce M. Edgar 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 above written.

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 15 day of May 1936.

copy Seal

Lawrence National Bank, Lawrence, Kansas
Geo. W. Kühne Cashier Mortgagee. Owner.

This Release was written on the original Mortgage entered this 15th day of May 1936.

Harold A. Beck
Reg. of Deeds
Frank W. Nelson
Deputy

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 15 day of May 1936.

Lawrence National Bank, Lawrence, Kansas
Geo. W. Kühne Cashier Mortgagee. Owner.