

MORTGAGE RECORD 80

Reg. No. 2547

Fee Paid, \$ 2.75

FROM

Olivia D. Beery, et al.

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12th day of December A. D. 1934, at 4:35 o'clock P. M.

Edw. S. Cummings

Register of Deeds.

Deputy.

By

THIS INDENTURE, Made this 27th day of November, in the year of our Lord, one thousand nine hundred and thirty-four between Olivia D. Beery, single Byron A. Beery, Dolson L. Beery, Pauline Beery his wife, Virginia Beery Howde and M. P. Howde her husband of Lawrence in the County of Douglas and State of Kansas part Y of the first part, and The Lawrence National Bank part Y of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Eleven hundred thirty-six and 71/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 number Ten, Pinckney Street, Now Sixth Street, less South 47 1/2 Feet, in the City of Lawrence, Kansas.

State of Minnesota :
:ss
County of Winona :

Be it remembered, That on this 6th., day of December A.D. 1934 before me, a Notary Public in the aforesaid County and State, Came Virginia Beery Howde and M. P. Howde to me personally known to be the same persons who executed the foregoing attached instrument 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.

Seal
My Commission Expires Oct. 11, 1939.

Geo. J. Frisch, Notary Public, Winona County
Minn.
Geo. J. Frisch

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.

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 becomes 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 10% from the date of payment said fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eleven hundred thirty-six and 71/100 DOLLARS.

according to the terms of certain written obligation, signed by Olivia D. Beery, executed on the 27th day of November 1934, and by such 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.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. It 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, 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 sell the premises hereby granted, or any part thereof, in the manner prescribed 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.

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.

Virginia Beery Howde

Olivia D. Beery

(SEAL)

M. P. Howde

Byron A. Beery

(SEAL)

Dolson L. Beery

(SEAL)

Pauline Beery

(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 12 day of December A. D. 1934, before me, a

Notary Public in the aforesaid County and State, came

Olivia D. Beery and Byron A. Beery

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

Legal 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 21 day of July 1939.

(Cap Seal)

Lawrence National Bank, Lawrence, Kansas
By W. A. Schaal, Vice President
Mortgage. Owner.

Josephine Han

The Lawrence

THIS INDENTURE
hundred and thirty.
Josephine Han

of Lawrence
part of the first part,

WITNESSETH, That
Two hundred two
which is hereby acknowledged
following described real estate

Lets
in
Law

with the appurtenances and

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and that they will warrant and defend

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Virginia Beery Howde
Olivia D. Beery
Byron A. Beery
Dolson L. Beery
Pauline Beery

STATE OF Kansas ss.
COUNTY OF Douglas

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Notary Public in the aforesaid County and State, came

Olivia D. Beery and Byron A. Beery

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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W. A. Schaal

Notary Public.

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Lawrence National Bank, Lawrence, Kansas
By W. A. Schaal, Vice President
Mortgage. Owner.

STATE OF Kansas ss.
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Mortgage. Owner.

STATE OF Kansas ss.
COUNTY OF Douglas

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Notary Public in the aforesaid County and State, came

This Release
was written
on the original
Mortgage
entered
this 28 day
of July
1939
W. A. Schaal
Reg. of Deeds.

"But - I am in just here for some day's work."

Legal Seal

I, the undersigned owner
to enter the discharge of this

2c. St.