

MORTGAGE RECORD 80

Receiving No. 148

Reg. No 27

Fee Paid, \$ 7.50

Receiving No.

FROM
Ed Anderson and wife
TO
Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 20 day of February A. D. 1935, at 2:30 o'clock P. M.
Narvel A. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 19th day of February, in the year of our Lord, one thousand nine hundred and Thirty-five between Ed Anderson and Nelle Anderson, his Wife
of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and THE LAWRENCE NATIONAL BANK part y of the second part.
Lawrence, Kansas

WITNESSETH, That the said party of the first part, in consideration of the sum of Two Thousand, Nine Hundred Fifty-one and 95/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do 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:

The North One-half of Lot Thirty-Three (33) on Massachusetts Street in the City of Lawrence, Douglas County, Kansas.

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 parties 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, - - - - - Two Thousand, Nine Hundred Fifty-one & 95/100 - - - - - day of February 1935, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 19th day of February 1935, and by its 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 parties 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. If default be made in such payments or any part thereof in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; 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 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 hands and seals the day and year last above written.

Ed Anderson (SEAL)

Nelle Anderson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 20 day of February A. D. 1935, before me, a

Notary Public in the aforesaid County and State, came Ed Anderson and Nelle

Anderson, his Wife

to me personally known to be the same persons who executed the foregoing 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.

My commission expires on the 25 day of January 19 38.

Geo. W. Kuhne 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 1st day of July 19 37.

Attest: Howard Wiseman,

Vice President (Copy Seal)

The Lawrence National Bank, Lawrence, Kansas
John P. Peters, Cashier

Mortgage Owner.

THIS INDENTURE, Made this hundred and thirty-five a widow

of Lawrence parties of the first part,

WITNESSETH, That

which is hereby acknowledged following described real estate

Sou and On

with the appurtenances and

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 parties 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.

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And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to the first parties.

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

Ed Anderson (SEAL)

Nelle Anderson (SEAL)

(SEAL)

(SEAL)

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COUNTY OF Douglas

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My commission expires on the 25 day of January 19 38.

Geo. W. Kuhne Notary Public.

RELEASE

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Attest: Howard Wiseman,

Vice President (Copy Seal)

The Lawrence National Bank, Lawrence, Kansas

John P. Peters, Cashier

Mortgage Owner.

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