

Receiving No. 601

MORTGAGE RECORD 80

Reg. No. 116

Fee Paid, \$7.50

FROM

Laurence Osmond & wife,
TO

The First Savings Bank of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of
May A. D. 1935, at 2:35 o'clock P. M.Harold A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this first day of May, in the year of our Lord, one thousand nine hundred and thirty-five between Laurence Osmond and Clara Osmond, his wife,

of LAWRENCE in the County of Douglas and State of Kansas.
part 108 of the first part, and The First Savings Bank of Lawrence, Kansas,

part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand and no/100 (\$3000.00) ----- 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 South 100 acres of the SE $\frac{1}{4}$ of Section 35, Township 12, Range 19, less two tracts described as follows: First Tract: Beginning at the Northeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 12, Range 19; thence North along the East line of said Section 35 as a base line 26 feet to an iron pipe in the center of the Public road; thence South 89 degrees 26 minutes, West 185 feet to a steel pin, said line running along the North edge of a row of cedar trees; thence South and parallel to an iron pipe, said line 1023.6 feet to a steel pin in the West line of said Quarter section; thence North along the West line of said Quarter section 363.5 feet to a large elm tree 36 inches in diameter; thence East along the North line of said South 100 acres 2649.2 feet more or less to the place of beginning, containing 15 acres; Also subject to the right granted G. R. Frederick to use the septic tank located on the South 100 acres of the SE $\frac{1}{4}$ of Section 35, Township 12, Range 19, said septic tank being located about 118 feet West of the West line of the 1 $\frac{1}{2}$ Acre tract mentioned herein.

Second tract: Beginning at a steel pin marking the Northeast corner of the South 100 acres of the SE $\frac{1}{4}$ of Section 35, Township 12, Range 19; thence South along the East line of said SE $\frac{1}{4}$ Section 173 feet to a steel pin; thence West and parallel to the North line of said South 100 acres 1625 feet to a steel pin; thence South 190.59 feet to a steel pin; thence West and parallel to the North line of the said 100 acres 1023.6 feet to a steel pin in the West line of said Quarter section; thence North along the West line of said Quarter section 363.5 feet to a large elm tree 36 inches in diameter; thence East along the North line of said South 100 acres 2649.2 feet more or less to the place of beginning, containing 15 acres; Also subject to the right granted G. R. Frederick to use the septic tank located on the South 100 acres of the SE $\frac{1}{4}$ of Section 35, Township 12, Range 19, said septic tank being located about 118 feet West of the West line of the 1 $\frac{1}{2}$ Acre tract mentioned herein.

with the appearances 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 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 thereon.

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 become 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 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 parties of the first part shall fail to pay said 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 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Three Thousand and no/100 ----- (\$3000.00) ----- DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the first day of May 1935, and by its 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 parties of the first part shall fail to pay the same as provided in this indenture.

And this mortgage 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 or any obligations 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 up as good repair as they are now, or if waste is committed on said premises, then this mortgage 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 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 provided by law and out of all moneys arising from such sale to retain the amount they unpaid of principal and interest, together with the costs and charges incident therein, and the surplus, if any there be, shall be paid by the part Y of the second part, making such sale, on demand, to the first part 1935.

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 ha'VE hereunto set their hand and seal the day and year last above written.

Laurence Osmond (SEAL)

Clara Osmond (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

County of DOUGLAS

BE IT REMEMBERED, That on this 23rd day of May A. D. 1935, before me, a Notary Public in the aforesaid County and State, came

Laurence Osmond and Clara Osmond, his wife, to me personally known to be the same person 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 27th day of May 1939.

(SEAL)

F. C. Whipple

Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 21st day of January, 1944.

The First National Bank of Lawrence, Lawrence, Kansas

(Corp. Seal)

By George Docking, Pres.

Mortgagee.

Owner.

Harold A. Beck
Reg. of Deeds.

To bring me back 83-1935-116

The Federal Reserve Bank of Kansas City