

Receiving No. 730

MORTGAGE RECORD 80

Reg. No. 148

Fee Paid, \$ 20.50

FROM

Mary Thacher Emery
TO

The First National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of

June A. D. 1935 at 3:50 o'clock P.M.

Harold A. Deek
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this twenty-first day of June
hundred and thirty-five between Mary Thacher Emery, a widow, in the year of our Lord, one thousand nine

of Lawrence in the County of Douglas and State of Kansas,
part y of the first part, and the first National Bank of Lawrence, Kansas,

WITNESSETH, That the said part y of the first part, in consideration of the sum of
Eighty-two Hundred and no/100 (\$8200.00) ----- DOLLARS, to her duly paid, the receipt of
which is hereby acknowledged, has sold, and by this indenture does 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 Northwest Quarter of Section 30, less the South 67.783 acres thereof, the Northeast Quarter of
Section 30, less the South 82.53 acres thereof, also less 10 acres lying North of Wakarusa Creek,
also less 1.92 acres thereof described as follows: Beginning at a point on the East line of said
Section 30 1361.75 feet North of the Southeast corner of the Northeast Quarter of said Section,
thence North 580.25 feet to the center of the Wakarusa River, thence West 144 feet, thence South
580.25 feet, thence East 144 feet to the point of beginning, all in Township 13, Range 18, also the
South 46.25 acres of the East 100 acres of the Southwest Quarter of Section 29, the Northeast Quarter
of Section 29, less three acres more or less in the Northwest corner thereof lying North and West of
Wakarusa Creek, the Southeast Quarter of Section 29 less 8.25 acres more or less out of the East side
thereof as described in deed to Robert A. Dean, recorded in Book N, Page 448 heretofore shown, the
Northeast Quarter of Section 32 and that part of the Southeast Quarter of Section 20 which lies East
of the Wakarusa River and South of the lands formerly owned by A. D. Baldwin and Henry Heine and con-
taining about 59½ acres, all in Township 13, Range 18, all the foregoing being in Douglas County,
Kansas, and containing 732.267 acres more or less.

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 incumbrance.

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 become 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 less, 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 until
fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eighty-two Hundred and no/100 (\$8200.00) ----- DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 21st day of June 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 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. 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,
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
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
therein, shall be paid by the part y making such sale, on demand, to the first part y.

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.

Mary Thacher Emery

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 21st day of June A. D. 1935, before me, a
Notary Public in the aforesaid County and State, came Mary Thacher Emery, a widow,

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.

(SEAL)

My commission expires on the 13th day of July 1936.

George Dooking

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 22nd day of May 1936.

(Corp. Seal)

The First National Bank, Lawrence, Kansas
S. F. C. Whipple Vice Pres

Mortgagee

This Release
was written
on the original
Mortgage

on the 21st day
of May 1936

Harold A. Deek
Reg. of Deeds.