

MORTGAGE RECORD 80

Receiving No. 850

Reg. No. 177

Fee Paid, \$ 1.75

Receiving No.

FROM

W. H. Quakenbush and Wife
TO

Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19 day of July A. D. 1935 at 8:00 o'clock A. M.

By _____ Register of Deeds
Deputy.

THIS INDENTURE, Made this 16th day of July, in the year of our Lord, one thousand nine hundred and thirty-five between W. H. Quakenbush and Helen Quakenbush, his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence National Bank, A corporation
Lawrence, Kansas part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven hundred and no/100 ----- 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 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:

All their undivided share or part in the East Half (E $\frac{1}{2}$) of Lot Seven (7), Block Four (4), Lanes First Addition, in the City of Lawrence, Kansas.

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

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and that of a good and indefeasible estate therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim therein.

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 upon said real estate when the same become due and payable, and that they will pay 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 loan, if any, made payable to the part y of the second part to the extent of its interest. And in the event the 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 part y of the second part may sell said land and incumbrances, 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 and fully repay.

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

Seven hundred and no/100 ----- DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 18th day of July 1935

and by such sum 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 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, and 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 conveyance shall become absolute, and the whole sum remaining unpaid of the said sum of money, together with all interest thereon, shall become due and payable at the option of the holder hereof, 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 then unpaid of principal and interest, together with the costs and charges incident thereto, and to pay the balance, if any there be, shall be paid by the part y of the second part, making such sale, on demand, to the first part 1st of 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 be binding and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st of the first part has hereunto set their hand and seal on the day and year last above written.

W. H. Quakenbush (SEAL)

Helen Quakenbush (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 16 day of July A. D. 1935, before me, a Notary Public in the aforesaid County and State, came W. H. Quakenbush and Helen Quakenbush his wife

to me personally known to be the same person as 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 25 day of April 1939.

W. A. Schaaf 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 3 day of February, 1940

(Cap. Seal)

Lawrence National Bank, Lawrence, Kansas
Sec. R. W. Smith, Vice President Mortgage Owner.

This Release was written on the original Mortgage entered this 3 day of February 1940
Handwritten
Rep. of Deeds.

I, the undersigned to enter the discharge of

Irrin Tuttle,
Otto Tuttle,

Peoples State

THIS INDENTURE
hundred and thirty

of R. 2. Lawrence
parties of the first part

WITNESSETH,
Three hundred
which is hereby acknowledged
following described real

The
seve
Mort

with the appurtenances and
And the said part 1st
of a good and indefeasible estate

and that they will warrant and

It is agreed between the
said real estate when the same

as shall be specified and directed

said parties of the first part
said taxes and insurance, or either

THIS GRANT is intended

Three hundred

according to the terms of ONE

and by its terms

money advanced by the said part

shall fail to pay the same as pro

And this conveyance shall

or any obligation created there

the buildings on said real estate

and all of the obligations provide

without notice, and it shall be

thereon in the manner provided

there be, shall be paid by the

It is agreed by the parties

and be obligatory upon the heirs

IN WITNESS WHEREOF

written.

STATE OF K

COUNTY OF D