

MORTGAGE RECORD 80

Reg. No. 203
Fee Paid, \$2.50

Recording No. 338

Recording No.

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of

August A. D. 1935 at 3:30 o'clock P. M.

H. A. C. Cook
Register of Deeds.

Deputy.

R. E. Nicholson and Anna Nicholson, husband and wife
TO

Peoples State Bank Lawrence, Kansas.

By

THIS INSTRUMENT, Made this seventh day of August, in the year of our Lord, one thousand nine hundred and thirty-five, between R. E. Nicholson and Anna Nicholson, husband and wife

of the County of Douglas and State of Kansas

part first of the first part, and Peoples State Bank, Lawrence, Kansas, part second of the second part.

WITNESSETH, That the said part first of the first part, in consideration of the sum of One thousand 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this instrument do Grant, Bargain, Sell and Mortgage to the said part second of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West Half (1/2) of the following described tract of land in Lot Three (3) in Section Twenty-two (22), Township Twelve (12) South of Range Twenty (20) East of the Sixth Principal Meridian: Begin at the Southeast corner of said Lot 3; thence West 7.50 chains to a stone; thence North 28.50 chains to a stone in the bank of the Kansas River; thence South 85.3 East 7.50 chains to a stone at the Northeast corner of Lot 3; thence South 27 chains to the place of beginning, containing in all 20.08 acres, more or less, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part first of the first part therein. And the said part first of the first part do hereby covenant and agree that at the conveyance herein, they are the lawful owners of the premises above granted, and hold 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 lawful claims.

It is agreed between the parties hereto that the said part first of the first part shall at all times during the life of this instrument, 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 second of the second part. And in the event that the said part first 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 second of the second part may pay said taxes and insurance, if collectible, and the amount so paid shall become a part of the indebtedness secured by this instrument, and shall bear interest at the rate of 10% from the date of payment until paid.

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

One thousand 00/100 DOLLARS

according to the terms of the certain written obligation for the payment of said sum of money, executed to the 7th day of August, 1935, and by the said part first of the first part, and the second part, with all interest thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part second of the second part for any insurance or to discharge any claim with interest thereon as herein provided, in the event that said part first of the first part shall fail to pay the same as provided in this instrument.

And the covenantee shall be void if each payment to be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payment or any part thereof, or any obligation created thereby, 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 are not insured as herein provided, or if the covenantee shall become bankrupt, and the whole sum remaining unpaid shall become due and payable at the option of the holder thereof, and all the obligations provided for in said written obligation, for the recovery of which the covenantee may sue, shall become due and payable at the option of the holder thereof, and shall be paid by the part first of the first part, making such sum, or demand, to the part second of the second part. It is agreed by the parties hereto that the covenantee shall have and every obligation thereon contained, and all benefits accruing thereon shall extend and inure to the benefit of the covenantee, his heirs, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

R. E. Nicholson (SEAL)

Anna Nicholson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas) ss.
COUNTY OF Douglas)

BE IT REMEMBERED, That on this 7th day of August, A. D. 1935, before me, a Notary Public in and for the said County and State, personally known to me, R. E. Nicholson and Anna Nicholson, husband and wife, 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 22nd day of March, 1935.

R. J. Sweeney, Jr., 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 3rd day of August, 1935.

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

(Corp. Seal)

This Release was written on the original Mortgage entered this day of August, 1935, and is attached to the original Mortgage.

Handwritten note: This Release was written on the original Mortgage entered this day of August, 1935, and is attached to the original Mortgage.

Fred W. Don

Lawrence, Kan.

THIS INSTRUMENT hundred and thirty-

of Lawrence part first of the first part

WITNESSETH, That the said part first of the first part, in consideration of the sum of Fifteen hundred and thirty dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this instrument do Grant, Bargain, Sell and Mortgage to the said part second of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

with the appurtenances and

And the said part first of the first part do hereby covenant and agree that at the conveyance herein, they are the lawful owners of the premises above granted, and hold 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 lawful claims.

It is agreed between the parties hereto that the said part first of the first part shall at all times during the life of this instrument, 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 second of the second part. And in the event that the said part first 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 second of the second part may pay said taxes and insurance, if collectible, and the amount so paid shall become a part of the indebtedness secured by this instrument, and shall bear interest at the rate of 10% from the date of payment until paid.

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

One thousand 00/100 DOLLARS

according to the terms of the certain written obligation for the payment of said sum of money, executed to the 7th day of August, 1935, and by the said part first of the first part, and the second part, with all interest thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part second of the second part for any insurance or to discharge any claim with interest thereon as herein provided, in the event that said part first of the first part shall fail to pay the same as provided in this instrument.

And the covenantee shall be void if each payment to be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payment or any part thereof, or any obligation created thereby, 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 are not insured as herein provided, or if the covenantee shall become bankrupt, and the whole sum remaining unpaid shall become due and payable at the option of the holder thereof, and all the obligations provided for in said written obligation, for the recovery of which the covenantee may sue, shall become due and payable at the option of the holder thereof, and shall be paid by the part first of the first part, making such sum, or demand, to the part second of the second part. It is agreed by the parties hereto that the covenantee shall have and every obligation thereon contained, and all benefits accruing thereon shall extend and inure to the benefit of the covenantee, his heirs, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

R. E. Nicholson (SEAL)

Anna Nicholson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas) ss.
COUNTY OF Douglas)

BE IT REMEMBERED, That on this 7th day of August, A. D. 1935, before me, a Notary Public in and for the said County and State, personally known to me, R. E. Nicholson and Anna Nicholson, husband and wife, 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 22nd day of March, 1935.

R. J. Sweeney, Jr., 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 3rd day of August, 1935.

The First National Bank of Lawrence, Kansas

By F. C. Whipple, Vice Pres.

(Corp. Seal)

This Release was written on the original Mortgage entered this day of August, 1935, and is attached to the original Mortgage.