

Receiving No. 1308

MORTGAGE RECORD 80

Reg. No. 316

Fee Paid, \$6.25

FROM

Ethel Albach Lindberg, et al
TO

Peoples State Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of

October A. D. 1935, at 11:30 o'clock A. M.

Harold G. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE Made this twenty fifth day of September thirty five between Ethel Albach Lindberg and Emil A. Lindberg, husband & wife - John Solon Albach and Beatrice Albach, husband & wife - Irene Albach Olson and Axel W. Olson, husband and wife -

part 108 of the first part, and Peoples State Bank, Lawrence, Kansas

part Y of the second part.

WITNESSETH, That the said part 108 of the first part, in consideration of the sum of Twenty five hundred 00/100 ----- 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 Half (1/2) of Lot Numbered 65 on Massachusetts Street in the City of Lawrence,

STATE OF NEBRASKA COUNTY OF DOUGLAS ON THIS TENTH DAY OF OCTOBER 1935 PERSONALLY APPEARED BEATRICE ALBACH AND JOHN SOLON ALBACH HUSBAND AND WIFE AND ACKNOWLEDGED THE SIGNING OF THE ATTACHED MORTGAGE FROM ETHEL LINDBERG ET AL TO THE PEOPLES STATE BANK OF LAWRENCE KANSAS TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL NOTARIAL. (SEAL Exp. March 18, 1941) R. E. WINKELMAN NOTARY PUBLIC.

State of Missouri, County of Jackson) On this seventh day of October, 1935, personally appeared Irene Albach Olson and Axel W. Olson, husband and wife, and acknowledged the signing of the attached mortgage from Ethel Lindberg, et al, to the Peoples State Bank of Lawrence, Kansas, to be their voluntary act and deed. Witness my hand and seal Notarial.

(SEAL) My Commission Expires June 20, 1936

Notary Public

State of Missouri, County of Crawford) On this fifth day of October, 1935, personally appeared Ethel Albach Lindberg and Emil A. Lindberg, husband and wife, and acknowledged the signing of the attached Mortgage from Ethel Lindberg, et al, to the Peoples State Bank of Lawrence, Kansas, to be their voluntary act and deed. Witness my hand and seal Notarial.

(SEAL) My commission expires Oct. 15, 1935.

Elmo P. Sebastian
Notary Public.

State of Maryland Anne Arundel County : On this second day of October, 1935, personally appeared WALTER ALBACH and ELLEN ALBACH, his wife, and acknowledged the signing of the attached Mortgage from Ethel Albach Lindberg, et al, to the Peoples State Bank of Lawrence Kansas, to be their voluntary act and deed. Witness my hand and seal Notarial.

(SEAL) My Commission expires May 6, 1937.

Edith C. Wolfangle
Notary Public

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 108 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 good and indefeasible estate of inheritance therein, free and clear of all incumbrances. Whatsoever

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 108 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 loan, 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 108 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

Twenty five hundred 00/100 ----- DOLLARS.

according to the terms of One certain written obligation for the payment of said sum of money, executed on the 25th day of September 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 108 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 its 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 or assigns 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 overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part 108.

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 108 of the first part ha ve hereunto set their hand and seal on the day and year last above written.

Ethel Albach Lindberg

Walter Albach

(SEAL)

Emil A. Lindberg

Ellen Albach

(SEAL)

Irene Albach Olson

John Solon Albach

(SEAL)

Axel W. Olson

Beatrice Albach

(SEAL)

STATE OF

COUNTY OF

ss.

BE IT REMEMBERED, That on this day of A. D. 19, before me, a in the aforesaid County and State, came

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 day of 19.

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 10th day of March 1937

Peoples State Bank, Lawrence, Kans.
by J. J. Sweeney, Jr. President
Mortgagee. Owner.

(Orig. Seal)

This Release was written on the original Mortgage. Entered this 10th day of March 1937 by *Harold G. Beck* Reg. of Deeds. *Paul Nelson* Clerk.