

MORTGAGE RECORD 80

Reg. No. 331
Fee Paid, \$9.50

Receiving No. 1384

Receiving No.

FROM

Jay D. Mitchell
TOThe First Savings Bank of
Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of
October A. D. 1935 at 2:00 o'clock P. M.Harold A. Beck
Register of Deeds
Deputy.

By

THIS INDENTURE, Made this first day of October, in the year of our Lord, one thousand nine hundred and thirty-five, between Jay D. Mitchell, a widower,

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

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Thirty-eight Hundred and no/100 (\$3800.00) - - - - - DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do ss. 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 that part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Ten (10), Township Twelve (12), Range Nineteen (19), lying North of the Right-of-Way of the Atchison, Topeka & Santa Fe Railway, containing One Hundred Forty-seven and one-half (147 $\frac{1}{2}$) 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 ss. hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and that 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 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 becomes due and payable, and that he will keep the buildings upon said real estate insured against fire and tornado 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 the 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 Thirty-eight 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 first day of October 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 the 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 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 trust to pay the unpaid principal and interest, and to cover the costs and charges incident thereto, and the surplus, if any, shall be paid to the part Y 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 Y of the first part has hereunto set his hand and seals the day and year last above written.

Jay D. Mitchell

STATE OF KANSAS
COUNTY OF DOUGLAS ss.

BE IT REMEMBERED, That on this 19th day of October A. D. 1935, before me, a Notary Public in the aforesaid County and State, came

Jay D. Mitchell, a widower, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) 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 January 1939.

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 authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 13th day of July 1942.

(Corp. Seal)

The First Savings Bank of Lawrence, Kansas
By F. C. Whipple cashier

Owner.

This Release was written on the original Mortgage entered this 17th day of July 1942.

Harold A. Beck
Reg. of Deeds.

LAWRENCE

THIS INDEX
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Henry R. Hei

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IN WITNESS

written.

STATE OF K

COUNTY OF D

(SEAL)

I, the undersigned
to enter the discharge of