

Receiving No. 1395

MORTGAGE RECORD 80

Reg. No. 333
Fee Paid, \$ 2.00

Receiving No.

FROM _____

TO _____

By _____ Deputy.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 24 day of
October A. D. 1935, at 8:00 o'clock A. M.
Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 23rd day of October, in the year of our Lord, one thousand nine hundred and thirty-five, between James Uttinger and Bessie Uttinger, his wife

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

WITNESSETH, That the said part _____ of the first part, in consideration of the sum of Eight 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:

The North Ten (10) acres of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13), Township Twelve (12), South of Range Nineteen (19), East of the 6th P.M.

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

And the said parties 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 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 100 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 becomes 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 loss, 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 100 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 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 23rd day of October 1935, and by such 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 100 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, or if the building on said real estate is 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 profits 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, there be, shall be paid by the part y making such sale, on demand, to the first part 100.

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 100 of the first part has hereunto set their hand and seals the day and year last above written.

James Uttinger (SEAL)

Bessie Uttinger (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 23rd day of October A. D. 1935, before me, a Notary Public in the aforesaid County and State, came

James Uttinger and Bessie Uttinger 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.

My commission expires on the 25 day of January 1938.

Geo. W. Kuhne 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 31 day of December 1938.

(Comp Seal)

James Uttinger
Lawrence National Bank
Lawrence, Kansas
Owner.

This Release was written on the original Mortgage entered this 31 day of December 1938.
Harold A. Beck
Reg. of Deeds.
Deputy

THIS INDENTURE
hundred and thirty

of
parties of the first part

WITNESSETH,
Fifty-three
which is hereby acknowledged following described real

The South Half
Range Nineteen
North Half (NE $\frac{1}{2}$)
Half (NE $\frac{1}{2}$) forty
nine (49) rods
Also: Beginning
Township Twelve
Brewery Brook
section; then
Also, Lot Two
of Lot One (1)
the center of
the rights of

with the appurtenances and
And the said part 100
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
fully repaid.

THIS GRANT is intended
Fifty-three
according to the terms of one
and by such terms
money advanced by the said part
shall fail to pay the same as pro
And this conveyance shall be
or any obligation created thereb
the buildings on said real estate
and all of the obligations provide
without notice, and it shall be
therein in the manner provided
prescribed by law and out of all
there be, shall be paid by the p
It is agreed by the parties
and be obligatory upon the heirs

IN WITNESS WHEREOF,
written.

STATE OF Kansas

COUNTY OF Douglas

(SEAL)

I, the undersigned owner
to enter the discharge of this

(Comp)