

MORTGAGE RECORD 80

Reg. No. 352
Fee Paid, \$6.25

Receiving No. 1467

Receiving

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Ray Q. Brewster and Ida Fay Brewster, his wife
TO

This instrument was filed for record on the 8 day of
November A. D. 1935 at 4:10 o'clock P. M.

Harold A. Beck
Register of Deeds
Deputy.

Peoples State Bank, Lawrence, Kansas.

By

THIS INDENTURE, Made this 8th day of November, in the year of our Lord, one thousand nine hundred and thirty five between Ray Q. Brewster and Ida Fay Brewster, his wife

of Lawrence, in the County of Douglas and State of Kansas
part 1st of the first part, and Peoples State Bank, Lawrence, Kansas part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Twenty five hundred 00/100 ----- DOLLARS, to them fully paid, the receipt
of which is hereby acknowledged, have granted, 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:

Lot Numbered Fifteen (15) in Block Nine (9) University Place an Addition to the City of Lawrence

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 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 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 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 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 party of the second part to the extent of its interest. And in the event that 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 pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by the 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 8th day of November 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 in the event that said part y of the second 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 advanced hereunder, 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 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 thereon; 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 parties.

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 bind to and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Ray Q. Brewster (SEAL)

Ida Fay Brewster (SEAL)

STATE OF Kansas
County of Douglas } ss.

BE IT REMEMBERED, That on this 8th day of November A. D. 1935, before me, Notary Public in the aforesaid County and State, came

Ray Q. Brewster and Ida Fay Brewster, his wife
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.
(SEAL) My commission expires on the 10th day of April 1937.
S. A. Wood 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 2nd day of April, 1942.

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

This Release was written on the original mortgage entered this 3 day of April 1942
Harold A. Beck
Reg. of Deeds.

For assignment see Book 80, Page 589

The Lawrence

THIS INDENTURE and This

of Lawrence

WITNESSETH Twenty-five which is hereby set following described

with the appurtenances

And the said parties of a good and indefeasible

and that they will warrant

It is agreed between

said real estate when the

as shall be specified and

and parties of the first

said taxes and insurance,

fully repaid.

THIS GRANT is

Twenty

according to the terms of

and by its

money advanced by the

shall fall to pay the same

And this conveyance

or any obligation created

the buildings on said real

and all of the obligations

without notice, and it shall

thereon in the manner pro-

vided by law and out of

there be, shall be paid by

It is agreed by the

and be obligatory upon the

IN WITNESS

written.

STATE OF

COUNTY OF

BE IT REMEMBERED, That on this

Notary Public

to me personally known to be the same person,

IN WITNESS WHEREOF, I have hereunto subscribed my name,

written.

My commission expires on the

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 2nd day of April, 1942.

The First National Bank of Lawrence, Lawrence, Kansas

By F. C. Whipple Vice Pres

Mortgage, Kansas

I, the undersigned

to enter the discharge