

MORTGAGE RECORD 80

Reg. No. 380
Fee Paid, \$2.50

Receiving No. 1537

Receiving No.

FROM
 Jessie Shackelford et al
 TO
 LAWRENCE NATIONAL BANK LAWRENCE, KA MSAS

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 22 day of
 November A. D. 1935 at 8:00 o'clock A. M.
Harold A. Beck
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 20th day of November, in the year of our Lord, one thousand nine hundred and thirty-five between Clarence Henderson and Frances Henderson, his wife; Charles W. Henderson and Edith Henderson, his wife; and Jessie Shackelford and Lon A. Shackelford, her husband, being the sole and only heirs at law of Mable Henderson, deceased _____ Kansas _____ in the County of Douglas and State of _____ Kansas _____ part _____ of the first part, and _____ The Lawrence National Bank _____ part _____ of the second part, _____ Lawrence, Kansas _____

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two 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 party _____ of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The East one-half (E $\frac{1}{2}$) of Lot numbered Thirteen (13) in Block numbered Twenty-four (24) Sinclair's Addition to the City of Lawrence, Douglas County, Kansas

The above named grantors are the children of Mable Henderson, deceased, who was the grantee in a former deed conveying the above described real estate in which said property was conveyed to her in trust for the grantors herein.

with the appurtenances and all the estate, title and interest of the said part _____ of the first part therein.
 And the said part _____ of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and intend 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 _____ 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 _____ of the second part, the loss, if any, made payable to the part _____ of the second part to the extent of its interest. And in the event that said part _____ 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 _____ of the second part may pay said taxes and insurance, or other, 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 paid.
 THIS GRANT is intended as a mortgage to secure the payment of the sum of _____ DOLLARS
 Two hundred and no/100 _____
 according to the terms of _____ certain written obligation for the payment of said sum of money, executed on the 20th day of November 1935 and by _____ terms made payable to the party _____ of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum of money advanced by the said part _____ 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 _____ 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 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 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 _____ of the second part to take possession of the said premises and all the improvements thereon, and it shall be lawful for the said part _____ of the second part to take possession of the said premises and all the improvements 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, prescribed by law, and it shall be lawful for the said part _____ of the second part to make such sale, on demand, to the first part _____ of the first part 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, prescribed by law, and it shall 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 hand and seals the day and year last above written.
 Clarence Henderson (SEAL)
 Frances Henderson (SEAL)
 Charles W. Henderson (SEAL)
 Edith Henderson (SEAL)
 Jessie Shackelford (SEAL)
 Lon A. Shackelford (SEAL)

STATE OF Missouri) ss.
 COUNTY OF Jackson)
 BE IT REMEMBERED, That on this 20th day of November A. D. 1935, before me a Notary Public in the aforesaid County and State, came Clarence Henderson, Frances Henderson, his wife, Charles W. Henderson and Edith Henderson his wife, Jessie Shackelford and Lon A. Shackelford, her husband 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 6th day of April 1937.
 J. H. Moses 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 30 day of September 1938
Clarence Henderson
 By *Geo. D. Walker*, Vice-Pres. Mortg.
 Owner
 (Copy Seal)

This Release was written on the original Mortgage entered this 22 day of Sept 1938
Harold A. Beck
 Reg. of Deeds.
Roch. Helton
 Deputy

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