

Receiving No. 1544

MORTGAGE RECORD 80

Reg. No. 383
Fee Paid, \$ 7.50

Receiving No.

FROM
C. B. Sanders and wife
TO
LAWRENCE NATIONAL BANK LAWRENCE, KANSAS

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 23 day of November A. D. 1935 at 4:45 o'clock P. M.
By *Harold A. Beck* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 22nd day of November in the year of our Lord, one thousand nine hundred and Thirty-five between C. B. Sanders and Nellie M. Sanders, his wife of Lawrence 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 parties of the first part, in consideration of the sum of Three Thousand (\$3,000.00) & 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 South-east Quarter of Section Thirty-one (31) Township Thirteen (13), Range nineteen (19), less six acres south of the public road.

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 sold of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 1st 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 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 10% interest. And in the event that said part 1st 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 and fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Three Thousand (\$3,000.00) & No/100 ----- DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the 22nd 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 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 1st 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 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 surplus, if any, there be, shall be paid by the part y making such sale, on demand, to the first part 1st.

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 1st of the first part has hereunto set their hand and seals the day and year last above written.

C. B. Sanders (SEAL)

Nellie M. Sanders (SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 22 day of November A. D. 1935, before me, I

Notary Public in the aforesaid County and State, came

C. B. Sanders and Nellie M. Sanders 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.

(SEAL) My commission expires on the day of 19

My commission expires April 25, 1939 W. A. Schaal 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 15th day of May 1936

(Corp. Seal)

Lawrence National Bank Lawrence, Kansas
Geo. D. Walter, Vice President Mortgage Owner.

This Release was written on the original Mortgage entered this 16th day of May 1936

Harold A. Beck
Reg. of Deeds.

THIS INDENTURE
hundred and third

of Lawrence
part 1st of the first part

WITNESSETH, That
One Thousand and
which is hereby acknowledged
following described real estate

with the appurtenances and
And the said parties of
of a good and indefeasible estate

and that they will warrant and defend

It is agreed between the parties
said real estate when the same become
as shall be specified and directed by

said part 1st of the first part shall
said taxes and insurance, or either,
fully repaid.

THIS GRANT is intended
One T

according to the terms of one

and by its terms made

money advanced by the said part

shall fail to pay the same as provided

And this conveyance shall be void

or any obligation created thereby,

the buildings on said real estate are

and all of the obligations provided for

without notice, and it shall be lawful

therein in the manner provided by

power by law and out of all moneys

there be, shall be paid by the part

It is agreed by the parties hereto

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