

MORTGAGE RECORD 80

Reg. No. 411
Fee Paid, \$3.50

Receiving

FROM

Joseph C. McCandles and Nettie McCandles
TO

LAWRENCE NATIONAL BANK LAWRENCE, KANSAS

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 18 day of December A. D. 1935 at 8:00 o'clock A. M.
Harold A. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 17th day of December, in the year of our Lord, one thousand nine hundred and thirty-five between Joseph C. McCandles and Nettie McCandles, 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 of the second part.

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

Beginning at a point 45 feet South of the North line of Adams (now Fourteenth Street) on the West line of Rhode Island Street produced South; thence West 166 2/3 feet; thence South 173 feet; thence East 49 feet, 8 inches; thence North 113 feet; thence East 117 feet; thence North 60 feet to the place of beginning, being in the Southwest Quarter (1/4) of Section Thirty-one (31), Township Twelve (12), Range Twenty (20), in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 105 of the first part therein.

And the said part 105 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 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 105 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 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 105 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 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 Fourteen hundred and no/100 DOLLARS according to the terms of the certain written obligation for the payment of said sum of money, executed on the 17th day of December 1935 and by such terms made payable to the part 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 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 105 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 provided by law and out of all money 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 making such sale, on demand, to the first part 105.

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 105 of the first part have hereunto set their hand and seal on the day and year last above written.

J. C. McCandles (SEAL)
Joseph C. McCandles (SEAL)
Nettie McCandles (SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 17th day of December A. D. 1935, before me

Notary Public in the aforesaid County and State, came

Joseph C. McCandles and Nettie McCandles, 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 April 25, 1939 ss.
W. A. Schenck 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 10th day of June 1936.

corp seal

Lawrence National Bank, Lawrence, Kansas
Beow. Kihne cashier

This Release was written on the original mortgage entered this 25th day of June 1936 by Harold A. Beck Reg. of Deeds.
Karl A. Kahan Deputy

I, the undersigned, to enter the discharge