

Receiving No. 1763

MORTGAGE RECORD 80

Reg. No. 445

Fee Paid, \$3.25

Receiving No.

FROM

R. C. Eichman and Emma P. Eichman, his wife
TO

The First Savings Bank of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of

January A. D. 1935, at 8:40 o'clock A. M.

By

Harold G. Beck
Register of Deeds
Deputy.

THIS INDENTURE, Made this first day of January, in the year of our Lord, one thousand nine hundred and thirty-six, between R. C. Eichman and Emma P. Eichman, his wife,

of Leecompton in the County of Douglas and State of Kansas,
part 1st of the first part, and The First Savings Bank of Lawrence, Kansas, part y of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Twenty-five Hundred and no/100 (\$2500.00) 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:

Beginning at the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), Township Fifteen (15) South, Range Twenty (20) East; thence West Seventeen Hundred Thirty-two and 5/10 (1732.5) feet more or less to the center of Mt. Pleasant Street in the town of Prairie City, (1732.5) feet more or less to the center of Mt. Pleasant Street Twenty-one Hundred Fifty-nine (2159.0) vacated, thence North on the center of Mt. Pleasant Street in the town of Prairie City, thence East on the feet more or less to the center of Summer Street in the town of Prairie City, thence East on the center of Summer Street produced Seventeen Hundred Thirty-two and 5/10 (1732.5) feet more or less, to the East line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), Township Fifteen (15) South, Range Twenty (20) East, thence South on said Section line Twenty-one Hundred Fifty-nine (2159.0) feet more or less to point of beginning, containing Eighty-five and 85/100 (85.95) acres, more or less, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner, s of the premises above granted, and that 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 thereto.

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 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 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 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Twenty-five 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 first day of January in 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 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 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 lender, and 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 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 parties.

It is agreed by the parties hereto that the terms and provisions of the 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 parties of the first part have hereunto set their hands and seals the day and year last above written.

R. C. Eichman

Emma P. Eichman

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 7th day of January A. D. 1935, before me, a

Notary Public in the aforesaid County and State, came

R. C. Eichman and Emma P. Eichman, his wife,
to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) 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 27 day of January 1939.

F. C. Whipple

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 7 day of January, 1939.

(Corp. Seal)

The First National Bank of Lawrence, Kansas
By George A. Schilling Pres. Mortgage Owner.

This Release
was written
on the original
Mortgage &
entered
this 10th day
of January
1939
Harold G. Beck
Reg. of Deeds.

Glenn E. Ch...

The First Sav...

THIS INDENTURE
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part 1st of the first partWITNESSETH, T
Three Thousand
which is hereby acknowledged
following described real es...

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as follows:
Thousand Fort
Twelve (12),
due West Two
of the county
(315) feet; t
the point of
Kansas.

with the appurtenances and

And the said part 1st of

a good and indefeasible estate

and that they will warrant and d

It is agreed between the p

said real estate when the same be

as shall be specified and directe

said part 1st of the first part sh

said taxes and insurance, or other

fully repaid.

THIS GRANT is intended

Three Th

according to the terms of ONE

and by its terms

money advanced by the said part

shall fail to pay the same as prov

And this conveyance shall

or any obligation created thereby,

the buildings on said real estate ar

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without notice, and it shall be law

therein in the manner provided by

prescribed by law and out of all m

there be, shall be paid by the part

It is agreed by the parties

and be obligatory upon the heirs,

IN WITNESS WHE

written.

STATE OF KANSAS
COUNTY OF DOUGLAS

(SEAL)

I, the undersigned ow
to enter the discharge of this