

Receiving No. 1816 ~

MORTGAGE RECORD 80

Reg. No. 453 ~

Fee Paid, \$8.00 ~

FROM

Glenn E. Charlton and Lotta Charlton, his wife,
TO

The First Savings Bank of Lawrence, Kansas,

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of
January A.D. 1938 at 4:40 o'clock P. M.Nawit A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this first day of January in the year of our Lord, one thousand nine
hundred and thirty-six, between Glenn E. Charlton and Lotta Charlton, his wife,of Lawrence 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 parties of the first part, in consideration of the sum of
Three Thousand Two Hundred Fifty and no/100 (\$3250.00) - - - DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, ha ve 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 North Eighty (80) feet of the South One Hundred Seventy (170) feet of tract of land described as follows: Beginning at a point One Hundred Thirty-nine and four-tenths (139.4) feet North and One Thousand Forty-nine (1049) feet East of the Southwest corner of Section Thirty-six (36), Township Twelve (12), Range Nineteen (19) East; thence due North Three Hundred Sixteen (316) feet, thence due West Two Hundred Twenty-four and five-tenths (224.5) feet more or less to a point on the center of the county road; thence due South along the center of said county road Three Hundred Sixteen (316) feet; thence due East Two Hundred Twenty-four and five-tenths (224.5) feet more or less to the point of beginning, containing One and one-half (1½) acres more or less, in Douglas County, Kansas.

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 seized 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 therein.

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 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 party of the second part, the law, 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 party 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

Three Thousand Two Hundred Fifty and no/100 (\$3250.00) - - - 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 1936, and by its 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 or sums of money advanced by the said party 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 parties of the first part shall fail to pay the same as provided in this indenture.

And this mortgage 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 water 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 party 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 party of the second part, making such sale, on demand, to the first part.

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 parties of the first part ha ve hereunto set their hands and seal S the day and year last above written.

Glenn E. Charlton (SEAL)

Lotta Charlton (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

ss.

BE IT REMEMBERED, That on this 15th day of January A.D. 1938, before me, a Notary Public in the aforesaid County and State, came

Glenn E. Charlton and Lotta Charlton, 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.

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 27th day of January 1939.

F. C. Whipple

Notary Public.

This Release

was written

on the original

Mortgage

entered

this 15th day

of January

1938

Nawit A. Beck

Reg. of Deeds.

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 24th day of January, 1941.

(Cof. Let)

The First Savings Bank of Lawrence, Kansas
By George D. Vocking Vice Pres. Mortgagee.

Owner.