

Receiving No. 1350. MORTGAGE RECORD 80

Reg. No. 460. Fee Paid, \$16.25

FROM

Caroline Wolters, a single woman

TO

Peoples State Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of January A. D. 1938, at 11:23 o'clock A. M.

Harold A. Beck

Register of Deeds. Deputy.

THIS INDENTURE, Made this twenty fourth day of January hundred and thirty six between Caroline Wolters, a single woman

of Lawrence in the County of Douglas and State of Kansas part Y of the first part, and Peoples State Bank, Lawrence, Kansas

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Sixty five hundred 00/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 One-third (1/3) of Lot Fifty five (55) on Massachusetts Street in the City of Lawrence, Douglas County, Kansas, together with the easement for a stairway and passageway on the South side of the North two-thirds (2/3) of said Lot #55 as granted by Isaac Kilworth and Jacob Kilworth to Mary J. E. Gardner by an instrument of writing dated July 13, 1868 and recorded Aug. 24, 1868 in Book U, Page 396 of the Deed Records in the office of the Register of Deeds of Douglas County, Kansas

For the Mortgage see Book 521, Page 83 in addition to Book 188, Page 184

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

And the said part Y of the first part do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance whatsoever

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 Y 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 she 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 Y 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Sixty five hundred 00/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 24th day of January 1938 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 Y of the first part shall fail to pay the same as provided in this indenture.

And the 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 obligations 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 Y of the second part or assignee 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 part Y.

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 Y of the first part has hereunto set her hand and seal the day and year last above written. Caroline Wolters (SEAL)

STATE OF Kansas) COUNTY OF Douglas) ss.

BE IT REMEMBERED, That on this 24th day of January A. D. 1938, before me, a Notary Public in the aforesaid County and State, came

Caroline Wolters, a single woman 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 herunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 22nd day of March 1938. T. J. Sweeney Jr. Notary Public.

This release was written on the original mortgage. Witnessed this 24th day of Jan 1938. Harold A. Beck Reg. of Deeds

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 1st day of September 1938. The First National Bank of Lawrence, Kansas By T. C. Hightower President