

## MORTGAGE RECORD 80

Reg. No. 462

Fee Paid, \$2.50

Receiving No.

Receiving No. 1855

FROM

William Owen Mitchell and Maude Mitchell, his wife,  
TO

THE FIRST SAVINGS BANK OF LAWRENCE, KANSAS.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of  
January A. D. 1939, at 2:00 o'clock P. M.Norval A. Bach  
Register of Deeds.  
Deputy.

By

THIS INDENTURE, Made this first day of January, in the year of our Lord, one thousand nine hundred and thirty-six between William Owen Mitchell and Maude Mitchell, his wife,

of Lawrence in the County of Douglas and State of Kansas,  
part 108 of the first part, and THE FIRST SAVINGS BANK OF LAWRENCE, KANSAS. part 7 of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand and no/100 (\$1000.00) 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 7 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Northwest one-fourth (NW 1/4) of Section Sixteen (16), Township Twelve (12), Range Nineteen (19), excepting Ten and 79/100 (10.79) acres in the Northeast corner of said quarter section, described as follows: Beginning at the Northeast corner of said quarter section, thence South Nine Hundred Three (903) feet, thence North Fifty-three (53) degrees West Five Hundred Five (505) feet, thence North Sixty (60) degrees West Thirty (30) feet, thence North Thirty-eight (38) degrees West Seven Hundred Eighty (780) feet, thence East along North line of said quarter section to place of beginning. Conveying also to said part 7 of the second part Fourteen (14) acres, more or less, in the Southwest Quarter (SW 1/4) of Section Sixteen (16), Township Twelve (12), Range Nineteen (19), described as follows: Beginning at the Northwest corner of said quarter section, thence East One Hundred Twenty-four and 1/5 (124-1/5) rods, thence South Eighteen (18) rods, thence West One Hundred Twenty-four and 1/5 (124-1/5) rods, thence North Eighteen (18) rods to place of beginning. Conveying in all One Hundred Sixty-three and 33/100 (163.33) acres more or less.

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

And the said part 108 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 stand 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 thereto.

It is agreed between the parties hereto that the part 108 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 7 of the second part, the loss, if any, made payable to the part 7 of the second part to the extent of its interest. And in the event that said part 108 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 7 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 repay.

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

One Thousand and no/100 (\$1000.00) DOLLARS

according to the terms of the certain written obligation for the payment of said sum of money, executed on the first day of January in 1939 and by its terms made payable to the part 7 of the second part, with all interest accrued thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 7 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 108 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 payment 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 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, and all of the obligations provided for in said written obligation.

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 rent 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 7 of the second part, making such sale, on demand, to the first part in full.

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 108 of the first part has hereunto set their hand and seal the day and year last above written.

William Owen Mitchell (SEAL)

Maude Mitchell (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS ss.

BE IT REMEMBERED, That on this 18th day of January A. D. 1939, before me, a

Notary Public in the aforesaid County and State, came

William Owen Mitchell and Maude Mitchell, his wife,

to me personally known to be the same persons 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.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 7 day of Feb, 1939.

The First National Bank of Lawrence, Kansas  
John H. Over Cashier

(Original)

For Original see book 97 Page 637

This release was written on the original mortgage this 19th day of February 1939.

Norval A. Bach  
Reg. of Deeds.

Fred V. Lewis and

The First National

THIS INDENTURE  
hundred and thirty-of Lawrence  
part 108 of the first part,

WITNESSETH, That

Twelve Thousand

which is hereby acknowledged

following described real estate

The South part of the

Thirteen (13), Township

Southeast corner of

(13); running thence

to West line of said

the water's edge of

East Quarter (NE 1/4)

Nine and 55/100 (9.

Also the Southeast

(13), Township Twelve

above described and

Also the Northwest

Also the South T

Quarter (NE 1/4) of Se

Also the North T

Quarter (SE 1/4) of Se

Also the Southeast

described more full

East fractional Qu

thence West Eighty

on line of said riv

ing Sixty (60) rods

Also seven (7) ac

of Section Thirteen

Southwest Quarter (

(35) rods; thence

to place of beginning

of the 8th P.M. in

Also the South T

Quarter (NE 1/4) of Se

with the appurtenances and a

And the said part 108 of the

of a good and indefeasible estate of i

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 108 of the first part shall

said taxes and insurance, or either, and

fully repay.

THIS GRANT is intended as

Twelve Thousand

according to the terms of

and by its terms made

money advanced by the said part 7

shall fail to pay the same as provided

And this conveyance shall be void

or any obligation created thereby, or

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 law

prescribed by law and out of all mone

there be, shall be paid by the part 7

It is agreed by the parties hereto

and be obligatory upon the heirs, exec

written.

IN WITNESS WHERE

(SEAL)

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