

Receiving No. 1860~

MORTGAGE RECORD 80

Reg. No. 463~

Fee Paid, \$31.25~

FROM

Fred V. Lewis and Anna M. Lewis, his wife,
TO

The First National Bank, Lawrence, Kansas,

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of
January A. D. 1938, at 10:00 o'clock A. M.Harold A. Bueck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this Thirtieth day of January, in the year of our Lord, one thousand nine hundred and thirty-six between Fred V. Lewis and Anna M. Lewis, his wife,

of Lawrence in the County of Douglas and State of Kansas,
parties of the first part, and The First National 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 Twelve Thousand Five Hundred and no/100 (\$12,500.00) - - - 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:

The South part of the Northeast fractional Quarter (1/2) of the Southeast fractional Quarter (1/4) of Section Thirteen (13), Township Twelve (12), Range Nineteen (19), described as follows, to-wit: Beginning at the Southeast corner of said Northeast Quarter (NE 1/4) of said Southeast Quarter (SE 1/4) of said Section Thirteen (13); running thence North Twenty-one (21) rods along the East line of said Quarter Section; thence West to West line of said Northeast Quarter (NE 1/4) of said Quarter Section; thence South on said West line to the water's edge of Kansas river; thence along the water's edge of said River to South line of said Northeast Quarter (NE 1/4) of said Quarter Section; thence along said South line to place of beginning, containing Nine and 55/100 (9.55) acres.

Also the Southeast fractional Quarter (1/4) of the Southeast fractional Quarter (1/4) of Section Thirteen (13), Township Twelve (12), Range Nineteen (19), lying directly South of and adjacent to the tract first above described and containing Ten and 85/100 (10.85) acres.

Also the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirteen (13).

Also the South Twenty-two and one-half (22 1/2) acres of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirteen (13).

Also the North Twenty-nine and one-half (29 1/2) acres of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirteen (13).

Also the Southeast Quarter (SE 1/4) of the Northwest fractional Quarter (NW 1/4) of Section Thirteen (13), described more fully as follows: Commencing Forty (40) rods South of the Northeast corner of the Southeast fractional Quarter (SE 1/4) of the Northwest fractional Quarter (NW 1/4) of Section Thirteen (13); thence West Eighty (80) rods; thence South to the Kansas River about Forty (40) rods; thence southeasterly on line of said river to East line of said fractional Quarter (Fr. 1/4); thence North to the place of beginning Sixty (60) rods more or less, containing Twenty-four (24) acres more or less; also

Also Seventeen and one-half (17 1/2) acres of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirteen (13), described as commencing Forty-five (45) rods North of the Southeast corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirteen (13); thence North Twenty-five (25) rods; thence West Eighty (80) rods; thence South Thirty-five (35) rods; thence East Eighty (80) rods to place of beginning. The above land all being in Township Twelve (12), Range Nineteen (19) East of the 6th P.M. in Douglas County, Kansas.

Also the South Thirty (30) acres of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and Lot Number Six (6), containing fourteen (14) acres, all in Section Thirteen (13), Township Twelve (12), Range Nineteen (19), 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 part 1/2 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 intend of 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 1/2 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 part y of the second part, the loan, if any, made payable to the part y of the second part to the extent of 10% interest. And in the event that said part 1/2 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 other, 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

Twelve Thousand Five Hundred and no/100 (\$12,500.00) - - - DOLLARS,

according to the terms of - - - certain written obligation - - - for the payment of said sum of money, executed on the 13th day of January 1936

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 parties 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 1/2 of the first part shall fail to pay the same as provided in this indenture.

And this mortgage shall be void if each 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 mortgage 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 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 provided 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 of the second part, on demand, to the first part 1/2.

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 have hereunto set their hand and seal the day and year last above written.

Fred V. Lewis

Anna Myrtle Lewis

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

ss.

BE IT REMEMBERED, That on this 13th day of January A. D. 1938, before me, a Notary Public in the aforesaid County and State, came

Fred V. Lewis and Anna M. Lewis, 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.

My commission expires on the 27th day of January 1939.

P. 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 27th day of January 1938.

(Corp. Seal)

The First National Bank of Lawrence, Kansas
By F. C. Whipple Vice Pres

Owner.

This release was written on the original mortgage, entered 27th day of Jan. 1938.
Harold A. Bueck
Reg. of Deeds