

MORTGAGE RECORD 80

Reg. No. 550

Fee Paid, \$2.00

Receiving No. 2143

Receiving No. 2

FROM

Elmer E. Phillips & wife
TO

Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31 day of March A. D. 1936, at 8:00 o'clock A. M.

By *Harold A. Beck* Register of Deeds.

Deputy.

THIS INDENTURE, Made this 25th day of March, in the year of our Lord, one thousand nine hundred and thirty-six, between Elmer E. Phillips and Jessie M. Phillips, his wife.

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and The Lawrence National Bank, Lawrence, Kansas part y of the second part.

WITNESSETH, That the said parties, of the first part, in consideration of the sum of Eight Hundred & No/100 - - - - - 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 West 2 acres of the East 12 acres of the North half of Addition No. 7 in that part of the City of Lawrence known as North Lawrence, and Commencing 20 rods East of the North West corner of the South West quarter of the North West quarter of Section No. 29, in Township No. 12, South, of Range No. 20, East, in Douglas County, Kansas, thence running south 40 rods, thence East 12 rods, thence North 40 rods, thence West 12 rods to the place of beginning, in Addition No. 7, in that part of the City of Lawrence known as North Lawrence, Douglas County, Kansas. Also a strip of Lots numbered 40-21-22 and the East One-Half of Lot No. 23 in Addition No. 9; also a strip of ground 30 feet wide and 600 feet long adjoining the above numbered lots 40 and 21 along the East side, and a strip of ground 30 feet wide and 330 feet long along the North side of the above numbered lots 21 and 22 and the East one-half of Lot 23, all in addition No. 9, in that part of the City of Lawrence known as North Lawrence.

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and sold 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 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 ies 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

Eight Hundred & No/100 - - - - - DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 25th day of March 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 part y of the second part to pay for insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part ies 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 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 insured, or if the amount so paid shall become a part of the indebtedness secured by this indenture, 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 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 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 seals the day and year last above written.

Elmer E. Phillips (SEAL)

Jessie M. Phillips (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS ss.
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 25th day of March A. D. 1936, before me,

Notary Public in the aforesaid County and State, came

Elmer E. Phillips and Jessie M. Phillips, his wife to me personally known to be the same persons 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 25th day of April 1939.

W. A. Schaal 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 20 day of February 1940.

(Conf. Seal)

Lawrence National Bank, Lawrence, Kansas
By *Edgar D. Walter*, Vice President
Mortgage.

THIS RELEASE
WAS WRITTEN
ON THE ORIGINAL
MORTGAGE
ENTERED
THIS 20th day
of February
1940
Harold A. Beck
Reg. of Deeds

I, the undersigned owner
to enter the discharge of this m

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

IN WITNESS WHEREOF

shall fail to pay the same as provided

according to the terms of ONE

and that they will warrant and defend

with the appurtenances and

Lot Number
of Lawrence

WITNESSETH, That
Twenty
which is hereby acknowledged
following described real estate

THIS INDENTURE
hundred and thirty-six

Lawrence Nat

Irwin W. J