

## MORTGAGE RECORD 80

Reg. No. 584  
Fee Paid, \$0.75

Receiving No. 2239

Receiving No. 2

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of April A. D. 1935, at 2:50 o'clock P. M.

By *Harold A. Beck* Register of Deeds.  
Deputy.

Emma Myers, a single woman and Gaylord W. Myers, a single man TO

Lawrence National Bank Lawrence, Kansas

THIS INDENTURE, Made this 20th day of April, in the year of our Lord, one thousand nine hundred and thirty-six between Emma Myers, a single woman and Gaylord W. Myers, a single man

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred and no/100 ----- DOLLARS, to them July 2nd, the receipt of which is hereby acknowledged, have sold, Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Two hundred one (201) on Locust Street, located in Block Four (4) in that part of the City of Lawrence, known as North Lawrence. (known as 434 Locust Street)

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

And the said party 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 sold of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

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 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 are to 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 loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party 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 and fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Three hundred and no/100 ----- DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the 20th day of April 1935 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 party 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 provided, 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 the conveyance shall become absolute, and the whole sum remaining unpaid, 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, 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, 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 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 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 run 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.

Emma Myers (SEAL)

Gaylord W. Myers (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 20th day of April A. D. 1935, before me, a Notary Public in the aforesaid County and State, came

Emma Myers, a single woman and Gaylord W. Myers, a single man to me personally known to be the same person as 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 19th day of August 1939.  
Geo. L. Walter 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 4 day of Nov, 1937.

(Corp Seal)

Lawrence National Bank Lawrence, Kansas  
Geo. W. Kuhnle Cashier Mortgagee Owner.

This release was written on the original mortgage

entered this 5 day of Nov, 1937

Harold A. Beck Reg. of Deeds

STATE OF KANSAS  
COUNTY OF DOUGLAS

(SEAL)

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

(C)