

MORTGAGE RECORD 80

Reg. No. 723
Fee Paid, \$ C.50

Receiving No. 2768

Receiving No.

FROM

William F. Bryan and Ruth Bryan, his wife
TO

A. R. Watkins Lawrence, Kans.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 27 day of July A. D. 1936, at 4:55 o'clock P. M.
H. A. R. Watkins
Register of Deeds
By Deputy.

THIS INDENTURE, Made this 27th day of July, in the year of our Lord, one thousand nine hundred and thirty-six, between William F. Bryan and Ruth Bryan, his wife

of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and A. R. Watkins Lawrence, Kansas part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two hundred and 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 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 135 feet North of the Southwest corner of Block number Nine (9) in that part of the City of Lawrence formerly known as North Lawrence, thence North along the west line of said Block Nine (9) one hundred and fifteen (115) feet; thence East one hundred and fifty (150) feet to the East line of the West Half of the Southwest Quarter (SW $\frac{1}{4}$) of said Block; thence South One hundred and fifteen (115) feet along East Line of said West half of said Southwest Quarter of Block Nine (9); thence West one hundred and fifty (150) feet to the place of beginning.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner, ss. of the premises above granted, and of a good and indefeasible estate of inheritance, free and clear of all incumbrances. Except a mortgage for \$350.00 to the Lawrence National Bank, Lawrence, Kansas, dated July 27, 1936.

It is agreed between the parties hereto that the part 1st 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 2nd of the second part, the loan, if any, made payable to the part 2nd of the second part to the extent of his interest. And in the event that said part 1st 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 2nd 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 Two hundred and no/100 ----- DOLLARS according to the terms of ----- certain written obligation for the payment of said sum of money, executed on the 27th day of July 1936 and by its terms made payable to the part 2nd 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 2nd 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 1st 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 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 2nd of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law 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 2nd of the second part.

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 1st of the first part have hereunto set their hand and seal s. the day and year last above written.

William F. Bryan (SEAL)
Ruth Bryan (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 27th day of July A. D. 1936, before me, a Notary Public in the aforesaid County and State, came

William F. Bryan and Ruth Bryan, 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 19th day of August 1939.
Geo. D. 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 14th day of June 1939.

A. R. Watkins
Mortgagee. Owner.

This Release was written on the original Mortgage & entered this 14th day of June 1939.
H. A. R. Watkins
Reg. of Deeds.
Ruth Bryan
Deputy

R. C. Miller &

THIS INDENTURE
hundred and thirty s.

of Lawrence
part 1st of the first part.

WITNESSETH, That
Ten thousand 00
which is hereby acknowledged
following described real estate

with the appurtenances and

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner, ss. of the premises above granted, and of a good and indefeasible estate of inheritance, 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 1st 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 2nd of the second part, the loan, if any, made payable to the part 2nd of the second part to the extent of his interest. And in the event that said part 1st 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 2nd 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 Ten thousand and no/100 ----- DOLLARS according to the terms of ----- certain written obligation for the payment of said sum of money, executed on the 27th day of July 1936 and by its terms made payable to the part 2nd 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 2nd 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 1st of the first part shall fail to pay the same as provided in this indenture.

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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 1st of the first part have hereunto set their hand and seal s. the day and year last above written.

STATE OF Kansas ss.
COUNTY OF Douglas

(SEAL)

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 14th day of June 1939.