

Receiving No. 2880

MORTGAGE RECORD 80

Reg. No. 787
Fee Paid, \$1.25

Receiving No.

FROM
Oliver H. Evans and Bessie Evans, his wife
 TO
Lawrence National Bank Lawrence, Ks

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 21 day of
August A. D. 19 38, at 3:20 o'clock P. M.
Narrell A. Beck
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 21st day of August, in the year of our Lord, one thousand nine
 hundred and thirty-six between Oliver H. Evans and Bessie Evans, his wife

of Lawrence in the County of Douglas and State of Kansas
 part 1st of the first part, and The Lawrence National Bank
Lawrence, Kansas part 2 of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Five 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 2 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 Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) Section Twenty (20), Township
 Twelve (12), Range Nineteen (19) containing Eighty (80) acres more or less

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 s of the premises above granted, and owned
 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 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 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 2 of the second part, the loss, if any, made payable to the part 2 of the second part to the extent of its 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 2 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

Five 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 21st day of August 1938
 and by its terms made payable to the part 2 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 2 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 up 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 2 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 2 of the second part, making such sale, on demand, to the first part 1st.

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 hands and seals the day and year last above
 written.

Oliver H. Evans (SEAL)
Bessie Evans (SEAL)
 (SEAL)
 (SEAL)

STATE OF Kansas
 COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 21st day of August A. D. 19 38, before me, a
 Notary Public in the aforesaid County and State, came

Oliver H. Evans and Bessie Evans, 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.

(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 19 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 29th day of January, 19 44.

(Cof. Seal)

The Lawrence National Bank Lawrence, Kansas
By Geo. D. Walter Mortgage Owner
Vice President

This Release
 was written
 on the original
 mortgage &
 entered
 the 31 day
 of January
 19 44
Narrell A. Beck
 Reg. of Deeds.

STATE OF Kansas
 COUNTY OF Douglas

(SEAL)

I, the undersigned owner
 to enter the discharge of this
 mortgage to make
Chas. A. Sp
Morris