

# Receiving No. 2919 ~ MORTGAGE RECORD 80

Reg. No. 765

Fee Paid, \$16.25

FROM

Geraldine O. Powell and Lyle S. Powell, her husband  
TO

Lawrence National Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31 day of

August A. D. 1938, at 10:00 o'clock A. M.

*Harold A. Beck*  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 29th day of August, 1938, in the year of our Lord, one thousand nine hundred and thirty-six between Geraldine O. Powell and Lyle S. Powell, her husband

d Lawrence in the County of Douglas and State of Kansas  
part 100 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

Six thousand five hundred and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ~~ve~~ 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: All that part of the Northwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Twenty-two (22), Township Thirteen (13), Range Nineteen (19) East of the Sixth P.M. lying east of road running through said Quarter (2) Section in a North and South direction, less the South twenty (20) acres and containing Sixty (60) acres more or less. Also The Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Fifteen (15) and The Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Fifteen (15), except the following: Beginning at the Northeast corner of said Southwest Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Fifteen (15); thence West Thirty (30) rods; thence South to the center of Wakarusa River; thence down the center of said River to the East line of said Quarter Section; thence North on said East line to the place of beginning, Sixteen (16) acres, more or less, Also, less the following tract: Beginning at the Northwest corner of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Fifteen (15); thence South 3 11/100 chains to center of Wakarusa Creek; thence along center of Wakarusa Creek to a point 32.80 chains East and 7.06 chains South of the Northwest corner of said Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Fifteen (15); thence North 7.06 chains; West 32.80 chains to point of beginning, 21.63 acres more or less, all in Township Thirteen (13), Range Nineteen (19) and containing 122.37 acres, more or less. Also Beginning at a point 173 58/100 feet East of the Southeast Corner of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Fifteen (15), Township Thirteen (13) South, Range Nineteen (19) East; thence South 12 1/2 degrees East 86 4/10 feet to an angle point, thence South 20 1/2 degrees East 107 5/10 feet to the intersection of the West right-of-way line of Road #682; thence East 20 feet to the center line of said road; thence North 1 degree and 52 minutes West 185 feet, to the South line of Section 15, Township 13 South, Range 19 East; thence West 72 feet to the point of beginning, containing .208 of an acre, more or less. It is understood and agreed that the intent of this instrument is to convey a triangular piece of ground lying East of the center of abandoned road #31, and West of the Center line of new road #682, as shown by notes in the office of the County Surveyor of Douglas County, Kansas, said land having been cut off from the main body (all of the Northwest 1/4 lying East of the county road running thru said 1/4 section 22, township 13 South, Range 19 East) by new road #682, and the purchase of right-of-way to condemnation proceedings by Douglas County from the owner, Channing S. Shepherd, and Mary L. Shepherd, his wife, in October, 1926. In all being 222,578 acres more or less under this mortgage. Being the same Real Estate as purchased from Channing S. Shepherd.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said parties 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 seized 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 said part 100 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 parties of the first part 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 incumbrance, 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

Six thousand 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 29th day of August, 1938.

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 to secure any sum or sums of money advanced by the said part Y 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 100 of the first part shall fail to pay the same as provided in this indenture.

And the 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, and 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, 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 trustee 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, they shall be paid by the part Y of the second part.

It is agreed by the parties hereto that the terms and provisions of this obligation 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 100 of the first part ha ~~ve~~ herunto set their hand and seal on the day and year last above written.

Geraldine O. Powell

(SEAL)

Lyle S. Powell

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 29th day of August, A. D. 1938, before me, a Notary Public in the aforesaid County and State, came

Geraldine O. Powell and Lyle S. Powell, her husband

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 19th day of August, 1939.

Geo. D. Walter

Notary Public. This Release

## 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 3 day of February, 1938.

(Corp. Seal)

Lawrence National Bank, Lawrence, Kansas  
Mortgage. Owner.

Geo. D. Walter, Vice-President

*Harold A. Beck*  
Reg. of Deeds.