

MORTGAGE RECORD 80

Receiving No. 3133

Reg. No. 818
Fee Paid, \$4.25

Receiving 31

FROM
A. Van Horebeek & Edith Van Horebeek, his wife.
TO
The First National Bank, Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 13 day of
October A. D. 1938, at 4:40 o'clock P. M.
Narold A. Bask
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this Fourth day of August, in the year of our Lord, one thousand nine hundred and thirty-six, between A. Van Horebeek and Edith Van Horebeek, his wife,
of Lawrence in the County of Douglas and State of Kansas,
partes of the first part, and The First National Bank of Lawrence, Kansas, part Y of the second part.

WITNESSETH, That the said part 1es of the first part, in consideration of the sum of Seventeen Hundred Fifty and no/100 (\$1750.00) 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:

Commencing Four Hundred Thirty-four (434) feet South of the North line of Adams Street on the East line of Kentucky Street in the City of Lawrence, thence East One Hundred Twenty-five (125) feet, thence North Fifty (50) feet, thence West One Hundred Twenty-five (125) feet to the East line of Kentucky Street, thence South Fifty (50) feet to the place of beginning, in the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-one (31), Township Twelve (12), Range Twenty (20), on the Northeast corner of Morris and Kentucky Streets in the City of Lawrence, Douglas County, Kansas.

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

And the said part 1es 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 defend 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 partes 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 becomes 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 1es 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 and fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Seventeen Hundred Fifty and no/100 DOLLARS according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the Fourth 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 also 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 1es 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 water 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 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 provided 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 part 1es.

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 1es of the first part have hereunto set their hand and seals the day and year last above written.

A. Van Horebeek (SEAL)
Edith Van Horebeek (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } ss.

BE IT REMEMBERED, That on this 13th day of October A. D. 1938, before me, a Notary Public in the aforesaid County and State, came

A. Van Horebeek and Edith Van Horebeek, 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 27th day of January 1939.
F. C. Whipple 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 17th day of March 1938

(Corp. Seal)

This Release was written on the original Mortgage entered this 17th day of March 1938
Narold A. Bask
Reg. of Deeds.

Leisy Leona Harrison and Donald R. Harrison and Paul L. Harrison

The First National

THIS INDENTURE hundred and thirty-six Harrison and Helen

of the first part,

WITNESSETH, That (1938.00) -----

which is hereby acknowledged following described real estate and one-half (1/2) of Township Thirty (30) North One Hundred (100) East One Hundred (100) Section Fifty (50) Township Twelve (12), Range Twenty (20), on the Northeast corner of Morris and Kentucky Streets in the City of Lawrence, Douglas County, Kansas.

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and that they will warrant and defend

It is agreed between the parties hereto

said real estate when the same become

as shall be specified and directed by

said part 1es of the first part shall

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

DOLLARS

according to the terms of ONE

certain written obligation for the

payment of said sum of money, executed

on the

Fourth 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 also 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 1es 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.