

Receiving No. 3221 MORTGAGE RECORD 80

Reg. No. 833 Fee Paid, \$5.25

FROM J. Clifton Ramsey and Helen Ramsey, his wife TO Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the 28 day of October A.D. 1936 at 8:45 o'clock A.M. Harold A. Beck Register of Deeds. Deputy.

THIS INDENTURE, Made this 28th day of October in the year of our Lord, one thousand nine hundred and thirty-six between J. Clifton Ramsey and Helen Ramsey, 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

WITNESSETH, That the said parties, of the first part, in consideration of the sum of Twenty-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 y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Eight (8) in Oread Heights, a subdivision of the South Two hundred fifty (250) feet of Block Three (3) in Oread Addition, an addition to the City of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said parties 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

And 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 will keep the buildings upon said real estate insured against fire and tornado by such insurance company as shall be specified and directed by 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 1st of the first part shall fail to pay the same as provided in this indenture.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-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 28th day of October 1936 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 1st of the first part shall fail to pay the same as provided in this indenture.

And the covenances 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 obligations 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 on, 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 covenancy 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 action 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 prescribed by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, and the whole sum remaining unpaid, together with all of the 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 overplus, if any there be, shall be paid by the part y 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 parties of the first part have hereunto set their hand and seal the day and year last above written. J. Clifton Ramsey (SEAL) Helen Ramsey (SEAL)

STATE OF Kansas) ss. COUNTY OF Douglas

BE IT REMEMBERED, That on this 28th day of October A.D. 1936, before me, a Notary Public in the aforesaid County and State, came J. Clifton Ramsey and Helen Ramsey, his wife

to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereto 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 12 day of December 1939

(Copy Seal)

Lawrence National Bank, Lawrence, Kansas Mortgagee. By Geo. D. Walter, Vice-President

This Release was written on the original of mortgage registered this 29th day of December 1939. Harold A. Beck Register of Deeds.