

Receiving No. 3624

MORTGAGE RECORD 80

Reg. No. 913

Fee Paid, \$12.50

Receiving No.

FROM

Carl B. Althaus and Ruth D. Althaus, his wife
TO

Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of
January A. D. 19 37, at 8:05 o'clock A. M.Narvel A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 31st day of December, in the year of our Lord, one thousand nine hundred and thirty-six between Carl B. Althaus and Ruth D. Althaus, his wife

of Lawrence in the County of Douglas and State of Kansas
parties 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 Five thousand 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:

Commencing at the Southeast Corner of the Southeast Quarter of Section 29, Township 12, Range 20, thence West 53 1/3 rods; thence North 40 rods; thence West 53 1/3 rods; thence South to the North line of Section 32, Township 12, Range 20, thence West to the Northwest Corner of Lot No. 6, (Lot No. 6 is known as that part of the Northeast Quarter of Section 32, Township 12, Range 20, lying North of the Kansas River) in said Section 32, on the Bank of the Kansas River, 10.38 chains; thence South 69° East 6.43 chains; thence South 74° 45' East 4.54 chains; thence Southeasterly down the bank of said river to the East line of said Lot No. 6 of Section 32, thence North along the East line of said Section 32 to the place of beginning, being in Section 29 and 32 of Township 12, Range 20, also, a part of the Southeast Quarter of Section 29, Township 12, Range 20, described as follows: Commencing 1760 feet West of the Southeast corner of said Southeast Quarter of Section 29; thence North 360 feet; thence West 264 1/3 feet; thence South 660 feet; thence East 264 1/3 feet to beginning (also described as the East 1/3 of the West 1/3 of South 40 acres of said Southeast Quarter of said Section 29) reserving a right of way for public use 30 feet wide from North to South across the North line of said tract of land, also, the West 4.16 acres of the East 9.16 acres of the South Half of the South Half of the Southeast Quarter of Section 29, Township 12, Range 20, also commencing at the Southeast Corner of the Southeast Quarter of Section 29, Township 12, Range 20, thence North 40 rods; thence West 20 rods; thence South 40 rods; thence East 20 rods to place of beginning, containing 5 acres, less a strip of land 25 feet wide off the North side for a street, excepting from the land above described the land described in the deed recorded in Book 119, Page 478, in the deed recorded in Book 119, Page 365, and in the deed recorded in Book 81, Page 420 in the office of the Register of Deeds of Douglas County, Kansas.

This mortgage is meant to convey and does convey the same land as described in the deed recorded in Book 133, Page 822, in the office of the Register of Deeds, Douglas County, 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 owner of the premises above granted, and intend 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 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 Y of the second part, the loss, if any, made payable 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 Y of the second part may pay said taxes and insurance, or other, 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 thousand and no/100 DOLLARS.

according to the terms of the 1st certain written obligation for the payment of said sum of money, executed on the 31st day of December 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 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 recovery 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 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 hand and seal on the day and year last above written.

Carl B. Althaus (SEAL)

Ruth D. Althaus (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 2nd day of January A. D. 19 37, before me, a Notary Public in the aforesaid County and State, came

Carl B. Althaus and Ruth D. Althaus, 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 hereunto subscribed my name, and affixed my official seal on the day and year last above written.

(SEAL)

My commission expires on the 19th day of August 19 39.

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 15 day of October 1937.

By Geo. D. Walter, Register of Deeds.

Mortgage.

Owner.

Lawrence Bldg.

THIS INDENTURE
hundred and thirty-sixof Lawrence
parties of the first part.WITNESSETH, That
Five Hun
which is hereby acknowledged
following described real estate

Lot One

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 of the premises above granted, and intend 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 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 Y of the second part, the loss, if any, made payable 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 Y of the second part may pay said taxes and insurance, or other, 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.

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IN WITNESS WHEREOF, The part 1st of the first part have hereunto set their hand and seal on the day and year last above written.

STATE OF KANSAS

COUNTY OF DOUGLAS

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 15 day of October 1937.

By Geo. D. Walter, Register of Deeds.

Mortgage.

Owner.

(Copied)