

Receiving No. 5647

MORTGAGE RECORD 80

Reg. No. 921 A
Fee Paid, \$ 1.50

Receiving No.

FROM

E. C. Maxwell and Tempie K. Maxwell
TO

Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of
January A. D. 1937, at 8:30 o'clock A. M.Harold A. Burk
Register of Deeds

By

Deputy.

THIS INDENTURE, Made this 5th day of January, in the year of our Lord, one thousand nine hundred and thirty-seven, between E. C. Maxwell and Tempie K. Maxwell, 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
Six 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:Beginning Forty (40) feet East of the Northwest (NW) corner of Lot One (1), Block Four (4),
in Babcock's Addition to City of Lawrence, Kansas, thence East Forty (40) feet; thence South
One hundred (100) feet; thence West Forty (40) feet; thence North One hundred (100) feet to the
place of beginning.

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 mind
of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

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 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 upon
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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of its interest. And in the event that
said parties 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 parties 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
Six hundred and no/100 DOLLARS
according to the terms of the certain written obligation for the payment of said sum of money, executed on the 5th day of January 1937
and by its terms made payable to the parties of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum of
money advanced by the said parties 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 parties 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 provided, 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 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 parties 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 parties of the second part making such sale, on demand, to the first parties.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 on the day and year last above
written.

E. C. Maxwell (SEAL)

Tempie K. Maxwell (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 5th day of January A. D. 1937, before me, a

Notary Public in the aforesaid County and State, came E. C. Maxwell and

(SEAL) Tempie K. Maxwell, his wife

to me personally known to be the same persons 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.

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 24 day of August 1938Lawrence National Bank
By W. R. Baker Cashier

Mortgage.

Owner.

(Corp Seal)

This Release
was written
on the original
Mortgageentered
this 24 day
of August
1938Harold A. Burk
Reg. of Deeds.

STATE OF Kansas

COUNTY OF Douglas

(SEAL)

I, the undersigned owner
to enter the discharge of this