Receiving No. 4004

MORTGAGE RECORD 80

Reg. No. 997
Fee Paid, $1.25

Receiving No.

FROM

A. W. Gillham

TO

The First National Bank of Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of
March A. D. 19 37, at 10:30 o'clock A. M.

Harold A. Beck
Register of Deeds

By .... Deputy.

John Br

THIS INDENTUI

hundred and thirty
E. H. Brown, he

of
parties of the first part

WITNESSETH, T

which is hereby acknowle
following described real e

The Wes
Section
(6th) P
in Book
Kansas.

Partie
date in

THIS INDENTURE, Made this **sixteenth** day of **March**, in the year of our Lord, one thousand nine hundred and **thirty-seven** between **A. W. Gillham, single,**

of **Lawrence** in the County of **Douglas** and State of **Kansas,** party of the first part, and **The First National Bank of Lawrence, Kansas,** party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of .... **Five Hundred and no/100 ($500.00) - - - - - - - - - -** DOLLARS, to **him** duly paid, the receipt of which is hereby acknowledged, ha **s** sold, and by this indenture do **es** 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 Eighty-five (85) Tennessee Street, in the City of Lawrence, Kansas,

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

And the said part **y** of the first part do **es** hereby covenant and agree that at the delivery hereof .... **he is** the lawful owner.......... of the premises above granted, and seized 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 thereto.

It is agreed between the parties hereto that the part **y** 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 **he 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, payable to the part **y** of the second part to the extent of **its** interest. And in the event that said part **y** 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 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of ....

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 **16th** day of **March** 19 **37** 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 **y** 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 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 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 overplus, if any there be, shall be paid by the part **y** making such sale, on demand, to the first part **y** .

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 representative, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part **y** of the first part ha **s** hereunto set **his** hand and seal......... the day and year last above written.

A. W. Gillham (SEAL)

.... (SEAL)

.... (SEAL)

.... (SEAL)

with the appurtenances an

And the said part....
of a good and indefeasible est

It is agreed between the p
said real estate when the same b
as shall be specified and directed
said **IES** of the first part
said taxes and insurance, or eithe
fully repaid.

THIS GRANT is intende

Fif
- - - - -
according to the terms of **8**
and by **its** terms
money advanced by the said par
shall fail to pay the same as prov

And this conveyance shall
or any obligation created thereby
the buildings on said real estate a
and all of the obligations provided

without notice, and it shall be law
therein in the manner provided by
prescribed by law and out of all

there be, shall be paid by the par
It is agreed by the parti
and be obligatory upon the heirs,

IN WITNESS WHI
written.

STATE OF ....KANSAS....................
COUNTY OF ....DOUGLAS................ } ss.

BE IT REMEMBERED, That on this **16th** day of **March** A. D. 19 **37**, before me, a .... **Notary Public** .... in the aforesaid County and State, came........................

A. W. Gillham, single,

to me personally known to be the same person....... 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 **27th** day of **January** 19 **39.**.

(SEAL)

F. C. Whipple .... Notary Public.

STATE OF ....Kan
COUNTY OF ....Dou

(SEAL)

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 **9th** day of **February** 19 **38** *The First National Bank of Lawrence, Kansas*

By *F. C. Whipple, Vice Pres.* .... Mortgagee. .... Owner.

I, the undersigned owner of the within to enter the discharge of thi

This Release
was written
on the original
Mortgage:
entered
this 17 day
of Feb
19 38

Harold A. Beck
Reg. of Deeds.
Ruth Sheldon
Deputy

(Corp. Seal)