

Receiving No. 4152

MORTGAGE RECORD 80

Reg. No. 1034
Fee Paid, \$13.50

Receiving No. 4

FROM

Lucy C. Heine, et al
TO

Lawrence National Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of

April A.D. 1937 at 8:34 o'clock A. M.

By

Deputy.

THIS INDENTURE, Made this 1st day of April, in the year of our Lord, one thousand nine hundred and thirty-seven, between Lucy C. Heine, a widow, Otis C. Heine and Mary Heine, his wife and Henry R. Heine, a single man

of 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 Fifty-four 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: The East One hundred twenty (120) acres of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-one (21), Township Thirteen (13), Range Eighteen (18), Also, the North half of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28), Township Thirteen (13), Range Eighteen (18), And beginning at the Southwest (SW) corner of the North Half of said Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28); thence North 80 3/4° East 40 chains; thence South 94° East 13.535/1000 chains; thence South 80 3/4° West 4.485/1000 chains; thence North 45 3/4° West 4.39/100 chains to a stone in the Clinton Road; thence South 80 3/4° West 33 chains; thence North 94° West 10.035/1000 chains to the place of beginning—42.14/100 acres more or less in Douglas County, Kansas. And beginning at the Southeast corner of the Northeast Quarter of Section Twenty (20), Township Thirteen (13), Range Eighteen (18), thence North 5.50 chains, thence West to the center of Wakarusa Creek, thence up the center of said creek to the South line of said Quarter Section; thence East 19 chains to the place of beginning, containing 9 acres, more or less. Also, beginning at the Northeast Corner of the Southeast Quarter of Section Twenty (20), Township Thirteen (13), Range Eighteen (18), thence South 104° chains, thence West 7 chains to the center of Wakarusa Creek; thence down the center of said creek to a point opposite land mark 18.35/100 chains west and 2.30/100 chains South of said Quarter Section corner thence North 68 degrees West 7 chains, pass said land mark to the center of Wakarusa Creek; thence down the center of said creek to the North line of said Quarter Section; thence East 19 chains to the place of beginning, containing 21.13/100 acres (containing in all descriptions 272.27 acres, more or less).

Also The East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5), Township Fourteen (14), Range Eighteen (18), except a certain tract of land described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Five (5), Township Fourteen (14), Range Eighteen (18), thence North on the East line 96 rods, thence West 8 1/3 rods, thence South to the center of Rock Creek, thence along the bed of Rock Creek 25 rods to the east line of J. L. Moss land, the same being 33 1/3 rods due West from the East line of said Section Five (5), thence due South along the east line of said land owned by John L. Moss to the South line of said Northeast Quarter Section, thence East 33 1/3 rods to the place of beginning containing sixteen and one-fourth (16 1/4) acres, all of said land containing in the aggregate 53 acres in Douglas County, Kansas. (total 335.27 acres)

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 thereon.

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 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 loan, if any, made payable to the part y 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 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

Fifty-four hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, for the payment of said sum of money, executed on the 1st day of April A.D. 1937

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 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 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 loan 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 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 let or to let 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 of the second part to the part y of the first part.

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.

Lucy C. Heine (SEAL)

Otis C. Heine (SEAL)

Mary Heine (SEAL)

Henry R. Heine (SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 5th day of April A.D. 1937, before me, a Notary Public in the aforesaid County and State, came LARRY C. Heine, a widow, Otis C. Heine and Mary Heine, his wife and Henry R. Heine, a single man to me personally known to be the same persons 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 first 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 6 day of December 1940

Lawrence National Bank Lawrence, Kansas
Geo. W. Zuben Cashier

(Opp. Seal)

This Release was written on the original Mortgage entered this 10 day of December 1940

Harold A. Beck Reg. of Deeds

Robert A. Haggart

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

STATE OF KANSAS
COUNTY OF DOUGLAS

(SEAL)

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 6 day of December 1940