

Receiving No. 4306

## MORTGAGE RECORD 80

Reg. No. 1059

Fee Paid, \$ 2.50

FROM

Frederick H. Moore & wife,  
TO

THE FIRST NATIONAL BANK of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of  
May A. D. 1937, at 2:25 o'clock P. M.By *Harold G. Beck* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this first day of May, in the year of our Lord, one thousand nine hundred and thirty-seven between Frederick H. Moore and Frances Moore, his wife,

of Leocompton in the County of Douglas and State of Kansas,  
parties of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, KANSAS,WITNESSETH, That the said parties of the first part, in consideration of the sum of \_\_\_\_\_ party of the second part.  
One Thousand and no/100 (\$1000.00) 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot 7 of Section 28 and Lot 5 of Section 29, all in Township 11, Range 18; and containing 17.88 acres, plus the present accretions thereto, more fully described as follows: Begin at point on the West line of Section 28, Township 11 S., Range 18 E., 2453 feet North of the Southwest corner, thence North 56 degrees 43 minutes West 458 feet, North 5 degrees East 415 feet to point on river bank, South 74 degrees East 250 feet to point on River Bank, South 85 degrees East 150 feet to point on River Bank, South 71 degrees East 300 feet to point on River Bank, South 75 degrees East 450 feet to point on River Bank, South 68 degrees East 275 feet to point on River Bank, South 60 degrees East 300 feet to point on River Bank, South 73 degrees East 350 feet to point on River Bank, North 85 degrees East 250 feet to point on River Bank, South 80 degrees East 200 feet to point on River Bank, South 00 degrees 115 feet to center of draw, South 85 degrees West 700 feet up center of draw, North 86 degrees West 800 feet up center of draw, North 71 degrees West 570 feet to point of beginning, containing 23.50 acres more or less.

The East Half of the West Half of the Southwest Quarter, less 3 acres, more or less, railroad right of way, in Section No. Twenty-eight (28), of Township Eleven (11), South of Range Eighteen (18) East of the 6th Principal Meridian.

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 defend 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 thereto.

It is agreed between the parties hereto that the party 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable or the loss made payable as herein provided, then the party 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

One Thousand and no/100 (\$1000.00) DOLLARS.

according to the terms of \_\_\_\_\_ certain written obligation \_\_\_\_\_ for the payment of said sum of money, executed on the first day of May 1937

and by its terms made payable to the party of the second part, with all interest according thereto according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party 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 party of the first part shall fail to pay the same as provided in this indenture.

And the 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 party 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 permitted 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 party of the first part making such sale, on demand, to the first party 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 hands and seals the day and year last above written.

Frederick H. Moore (SEAL)

Frances Moore (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.  
COUNTY OF DOUGLAS }

BE IT REMEMBERED, That on this 7th day of May A. D. 1937, before me, a

Notary Public in the aforesaid County and State, came

Frederick H. Moore and Frances Moore, his wife,

to me personally known to be the same person, 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 above written.

My commission expires on the 27th day of January 1939.

F. C. Whipple Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 22nd day of September, 1942.

(Corp Seal)

The First National Bank  
Lawrence, Kansas  
By J. C. Whipple Vice Pres.

Owner.

This Release  
was written  
on the original  
Mortgage  
entered  
this 7th day  
of May 1937.

*Harold G. Beck*  
Reg. of Deeds  
J. C. Whipple  
Vice Pres.