

Receiving No. 4432

MORTGAGE RECORD 80

Reg. No. 1082

Fee Paid, \$ 2.50

FROM

J. L. Butler & wife
TO

The First National Bank of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8th day of
June A. D. 19 37, at 9:10 o'clock A. M.By *Ward A. Bick* Register of Deeds.
Deputy.THIS INDENTURE, Made this first day of June
hundred and thirty-seven between J. L. Butler and Winifred Butler, husband and wife,of LAWRENCE 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 part 1st of the first part, in consideration of the sum of
One Thousand and no/100 - (\$1000.00) - DOLLARS, to them
which is hereby acknowledged, he, she, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part, the
following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:The West Fifty-nine and one-half (59½) feet of Lot Forty-four (44) on Connecticut Street
in the City of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 seized
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 pay 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 2nd of the second part, the sum, if any, made payable to the part 2nd of the second part 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, or shall fail to pay such insurance premiums when the same become due and payable, then the part 2nd 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 one certain written obligation for the payment of said sum of money, executed on the first day of June 19 37.

and by its terms made payable to the part 2nd 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 2nd 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 as 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 water 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 2nd of the second part to take possession of the said premises and all the improvementstherein 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 therein, and the surplus, if any
there be, shall be paid by the part 2nd of the second part, making such sale, on demand, to the first part 1st 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 part 1st of the first part has hereunto set their hand and seals the day and year last above
written.

J. L. Butler (SEAL)

Winifred Butler (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 5th day of June A. D. 19 37, before me, a
Notary Public in the aforesaid County and State, cameJ. L. Butler and Winifred Butler, husband and wife,
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.

(SEAL) My commission expires on the 27 day of January 19 39.

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 authorize the Register of Deeds
to enter the discharge of this mortgage of record. Dated this 16th day of October 19 35.

(Corp. Seal)

The First National Bank of Lawrence, Kansas
By George Hocking, Pres. Mortgage Owner.This release
was written
on the original
mortgage
entered
this 17 day
of Oct
1935Ward A. Bick
Reg. of Deeds
Kurt Schum
Deputy

For Release Agreement See Book 15 Page 169