

Receiving No. 4685

MORTGAGE RECORD 80

Reg. No. 1156

Fee Paid, \$ 2.75

FROM

H. Hutchings and wife,
TO

The First National Bank of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of

July A.D. 19 37, at 5:30 o'clock A.M.

Harold B. Depp

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this first day of July
 hundred and thirty-seven between H. Hutchings and Gabriella Hutchings, his 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 parties of the first part, in consideration of the sum of Eleven Hundred and no/100 (\$1100.00) --
 part y of the second part.
 which is hereby acknowledged, has 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 West Half (W¹/₂) of Lot Sixty-eight⁽⁶⁸⁾ on Kentucky Street, in the City of Lawrence, Douglas
 County, Kansas, according to the recorded Plat thereof.

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 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 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 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of 100% 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 Eleven 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 first day of July 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 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 mortgage 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 mortgage 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, (Lawson); 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 overplus, if any
 then be, shall be paid by the part y making such sale, on demand, to the first part i.e.s.

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 seal on the day and year last above
 written.

H. Hutchings (SEAL)

Gabriella Hutchings (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.
 COUNTY OF DOUGLAS }

BE IT REMEMBERED, That on this 29th day of July A.D. 19 37, before me, a
 Notary Public in the aforesaid County and State, came H. Hutchings and
 Gabriella Hutchings, his wife,

to me personally known to be the same person as 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 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 18th day of October 1938

(Corp. Seal)

The First National Bank of Lawrence, Kansas
 By F. C. Whipple, Director
 Mortgage. Owner.

This Release
 was written
 on the original
 Mortgage &
 registered
 this 18th day
 of October
 1938
 F. C. Whipple
 Notary Public