

MORTGAGE RECORD 80

Receiving No. 4837

Reg. No. 1202
Fee Paid, \$ 2.50

Receiving No.

FROM
S. E. Owens and Bertha Owens, his wife
TO
Lawrence National Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7th day of
September A. D. 19 37, at 9:15 o'clock A. M.
Harold A. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 16th day of June, in the year of our Lord, one thousand nine hundred and thirty-seven between S. E. Owens and Bertha Owens, his wife

of Lawrence in 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 part 1st of the first part, in consideration of the sum of
One thousand 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:

Beginning 49.14 rods South of the Northwest Corner of said Northwest Quarter (NW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Nineteen (19), thence East 70 rods, thence South 15.71 rods, thence West 70 rods, thence North 15.71 rods, to the place of beginning, less the South 1 7/8 acres thereof, containing 5 acres more or less, in Douglas County, Kansas, all in Section Nineteen (19), Township (12), Range Twenty (20).

with the appurtenances and all the estate, title and interest of the said part 1st 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 also of a good and indefeasible estate therein, free and clear of all incumbrance.

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 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, made payable to the part y 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 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 and fully repay.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
One thousand 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 June 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 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 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part 1st.

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, judges and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st of the first part have hereunto set their hand and seal on the day and year last above written.

S. E. Owens (SEAL)
Bertha Owens (SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 4th day of September A. D. 19 37, before me, a Notary Public in the aforesaid County and State, came

S. E. Owens and Bertha Owens, 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 25 day of January 1938.

Geo. W. Kuhne

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 20 day of Feb 1970.

(Cp. Sel)

Lawrence National Bank of Lawrence, Kansas
Mortgagee.

Owner.

This Release was written on the original Mortgage entered this 20th day of February 1970.
Harold A. Beck
Reg. of Deeds.

THIS INDENTURE
hundred and thirty

of Lawrence
parties of the first part

WITNESSETH, T
Seven Thousand
which is hereby acknowle
following described real es

The South Five
Hundred Twenty

Also: The West
Lot Number Seven

This conveyance
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with the appurtenances and

And the said parties of
of a good and indefeasible estate

and that they will warrant and de

It is agreed between the pa
mid real estate when the same beco
as shall be specified and directed b
mid part 1st of the first part sh
mid taxes and insurance, or either,
fully repay.

THIS GRANT is intended
Seven Thousand

according to the terms of ONE

and by its terms made

money advanced by the said part

shall fail to pay the same as provide

And the conveyance shall be void

or any obligation created thereby,

the buildings on said real estate are

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promised by law and out of all m

there be, shall be paid by the part

It is agreed by the parties her

and be obligatory upon the heirs, e

IN WITNESS WHE

written.

STATE OF KANSAS
COUNTY OF DOUGLAS

(SEAL)

I, the undersigned own
to enter the discharge of this