Receiving No. 4887

MORTGAGE RECORD 80

Reg. No. 11218
Fee Paid $2.50

FROM

Lawrence A. Beard and Alice L. Beard, His wife,

TO

The First National Bank of Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of September A.D. 19 37, at 3:20 o'clock P. M.

Warren W. Roseell
Register of Deeds.

By ..... Deputy.

THIS INDENTURE, Made this seventh day of September, in the year of our Lord, one thousand nine hundred and thirty-seven between Lawrence A. Beard and Alice L. Beard, 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 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:

Beginning at the northwest corner of the Northwest Quarter ((NW¼)) of Section Six ((6)), Township Twelve ((12)), Range Twenty ((20)), thence running South Fifty ((50)) rods, thence East One Hundred Fifty-seven ((157)) rods, thence North Fifty ((50)) rods, thence West One Hundred Fifty-seven ((157)) rods to the place of beginning, all in Douglas County, Kansas.

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 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 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 party of the second part; the loss, if any, made payable to the party of the second part as the interest 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, or to keep said premises insured as herein provided, that 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 - - - - - - - - - - - - - - - - - - -