

Receiving No. 4919

## MORTGAGE RECORD 80

Reg. No. 1223  
Fee Paid, \$1.25

Receiving No. 4

FROM  
W.T. Dias and May Dias, hiswife  
TO  
Lawrence National Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 21 day of  
September A. D. 19 37 at 4:35 o'clock P. M.  
By *Norval A. Seep* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 17th day of September, in the year of our Lord, one thousand nine hundred and thirty seven between W. T. Dias and May Dias, his wife

of Enid in the County of and State of Oklahoma  
part 1es of the first part, and The Lawrence National Bank  
Lawrence, Kansas part y of the second part.

WITNESSETH, That the said part 1es of the first part, in consideration of the sum of  
Five hundred 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:

Lot number two hundred thirteen (213) Ohio Street, (known as 1309 Ohio Street), Lawrence, Kansas

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

And the said part 1es 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 sold 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 part 1es 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 1es 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

Five 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 17th day of September 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 1es 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 of the second part making such sale, on demand, to the first part 1es.

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 1es of the first part have hereunto set their hand and seal on the day and year last above written.

W.T. Dias (SEAL)  
May Dias (SEAL)  
(SEAL)  
(SEAL)

STATE OF Oklahoma  
COUNTY OF Garfield ss.

BE IT REMEMBERED, That on this 18 day of September A. D. 19 37, before me, a Notary Public in the aforesaid County and State, came W.T. Dias and May Dias 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 14 day of May 1939.

H. L. Hambaugh 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 23 day of Sept, 1937.

(Corp. Seal)

Lawrence National Bank Lawrence, Kansas  
Geo W Kohler Cashier Mortgage Owner.

This Release was written on the original Mortgage.

Entered this 23 day of Sept 1937  
Norval A. Seep  
Reg. of Deeds.

THIS INDENTURE  
hundred and thirty  
a corporation,

of Lawrence  
part ys of the first part

WITNESSETH, T  
and No/100 - - -  
which is hereby acknowledged  
following described real es

Park Lo

STATE OF KANSAS  
COUNTY OF DOUGLAS

BE IT RE  
aforesaid County  
the foregoing in  
IN WITNE  
and year last at

(SEAL) My Comm

with the appurtenances and

And the said part ys of  
a good and indefeasible estate

and that they will warrant and defend

It is agreed between the parties  
said real estate when the same become  
as shall be specified and directed by

aid part y of the first part shall  
and taxes and insurance, or either, and  
fully repaid.

THIS GRANT is intended

according to the terms of one  
and by the terms made

money advanced by the said part  
shall fail to pay the same as provided

And this conveyance shall be void  
any obligation created thereby, or  
the buildings on said real estate are

without notice, and it shall be lawful  
therein in the manner provided by  
prescribed by law and out of all moneys

there be, shall be paid by the part

It is agreed by the parties  
and be obligatory upon the heirs,  
written.

(CORP S

STATE OF KANSAS  
COUNTY OF DOUGLAS

(SEAL)

I, the undersigned owner  
to enter the discharge of this